

CRANBURY TOWNSHIP ORDINANCE # 11-04-30

AN ORDINANCE OF THE TOWNSHIP OF CRANBURY RATIFYING THE CONTRACT WITH CRANBURY FRATERNAL ORDER OF POLICE, LODGE NO. 68 AND APPROVING THE SALARIES, WAGES AND BENEFITS CONTAINED THEREIN.

BE IT ORDAINED BY THE Township Committee of the Township of Cranbury as follows:

SECTION I. A certain Collective Bargaining Agreement between the Township of Cranbury and the Cranbury Fraternal Order of Police, Lodge No. 68, December 6, 2004, hereby ratified, confirmed and approved. The salaries, wages, fringe benefits and other benefits contained in said contract are hereby adopted for the Police department of the Township of Cranbury effective January 1, 2004.

SECTION II. A copy of said contract is available for public inspection at the Office of the Township Clerk, 23 A North Main Street, Cranbury, New Jersey, during normal business hours.

SECTION III. This Ordinance shall take effect upon final adoption and publication according to law.

The above Ordinance was introduced and passed on first reading at a regular meeting of the Township Committee of the Township of Cranbury held on November 15, 2004, and was considered on second reading and final passage, after a public hearing thereon and was finally adopted by the Township Committee on December 6, 2004.


KATHLEEN R. CUNNINGHAM, RMC

 **COPY**

**CONTRACT BETWEEN THE
TOWNSHIP OF CRANBURY
AND
CRANBURY TOWNSHIP FRATERNAL
ORDER OF POLICE, LODGE 68
FOR THE PERIOD
JANUARY 1, 2004 – DECEMBER 31, 2007**

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PREAMBLE

THIS AGREEMENT, entered into this 6th day of December, 2004 by and between the TOWNSHIP OF CRANBURY in the County of Middlesex, a municipal corporation of the State of New Jersey (hereafter the "Township"), and the CRANBURY FRATERNAL ORDER OF POLICE, LODGE NO. 68, the duly appointed representative of all full-time officers employed by the Township, excluding all officers above the rank of Captain, (hereafter the "FOP"), represents the complete and final understanding on all bargainable issues between the Township and the FOP except as noted in Chapter XXIV, "Duration".

**ARTICLE I
RECOGNITION**

A. The Township hereby recognizes the FOP as the sole and exclusive representative of all officers below the rank of Chief for the purpose of collective bargaining and all activities and processes relative thereto.

B. It is the intention of the parties that this Agreement be construed in harmony with the Employer-Employee Relations Act as amended, the laws of the State of New Jersey, the ordinances and policies of the Township, and the rules and regulations of the Police Department.

C. Any condition of employment not directly addressed by this Agreement shall be governed by the ordinances and policies of the Township and the rules and regulations of the Police Department and past practice.

ARTICLE II MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. To manage and administratively control the Township government and its properties, facilities, and officers utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. Of the Chief of Police to make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules, shifts, as well as duties. The Chief shall be in sole charge of the quality and quantity of the work required.
3. Of the Chief of Police to make such reasonable rules and regulations as he/she may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Police Department after advance notice thereof to the officers and to require compliance by the officers.
4. To hire all officers, whether permanent, temporary or seasonal, and to promote or retain officers in position within the Township.
5. To suspend, demote or take any other appropriate disciplinary actions against any officer for just cause according to law and this agreement.
6. To contract out any work for quasi duty (i.e. traffic control). Cranbury Officers will be given preference for available quasi duty work.
7. **To layoff officers due to reasons of economy and/or efficiency.**

Any such layoff will occur on the basis of seniority, with the last officer hired being the first officer to be laid off. Any officer laid off will be placed on a re-employment list with the last officer laid off, based upon seniority, being the first officer to be offered re-employment from the that list; and other officers on the re-employment list offered employment in the order that their names appear on the re-employment list based upon seniority. Officers on the re-employment list will be offered re-employment before any person not previously employed by the Township as a police officer is offered employment. Any officer laid off will be placed on the aforementioned re-employment list for a period of one (1) year from the last date of employment.

ARTICLE II
MANAGEMENT RIGHTS
(Continued)

8. Of the Chief of Police to transfer or assign officers.
9. Of the Chief of Police to decide the number of officers per shift while taking into account officer safety, the public welfare and the availability of manpower.
 - B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and code of conduct shall be limited only by this agreement, Rules and Regulations of the Department, and past practice.
 - C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40a:1-1 et seq. NJSA 34:13A-5.3, or any national, state, county or local laws or regulations.

ARTICLE III
MAINTENANCE OF WORK OPERATIONS

The officers recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or take any other concerted action designed to illegally obstruct or disable the proper functions of the Township of Cranbury, and all officers agree to be bound by all such laws.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as may be entitled to have in law or in equity in the event of such breach by the FOP or its members.

**ARTICLE IV
COLLECTIVE BARGAINING PROCEDURE**

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Township Administrator and selected members of Township Committee of the Township or their designee or designees, and the Committee or the Association or its designee or designees, shall be the respective bargaining agents for the parties. No representative of the Township shall meet with any member of the Association other than authorized representatives of FOP Lodge #68 for the purpose of discussing wages, hours or conditions of employment or any other matters which are subjects of collective bargaining. No representative of the Association shall meet with any member of the Township other than authorized representatives of the Township for the purposes of discussing wages, hours or conditions of employment, or any other matters which are the subject of collective bargaining.

Collective bargaining meetings shall be at times and places mutually convenient and at the request of either party.

Police officers of the Township who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments.

ARTICLE V GRIEVANCE PROCEDURE

In the event that any difference or dispute should arise between the TOWNSHIP and the **FOP**, or its members employed by the TOWNSHIP over the application and interpretation of the terms of this Agreement or any action of the Police Department affecting the terms and condition of employment (including, but not limited to, the disciplining or discharge of an officer), an earnest effort shall be made to settle differences immediately. If the difference or dispute is not resolved, the following procedure shall be followed:

STEP #1. The item shall be presented orally to the Lieutenant, Captain or Chief by the officer and association within seven days of the difference or dispute.

STEP #2. If the issue is not resolved orally the officer and the **FOP** will present a written grievance to the Chief or his designee within seven days from the presentation of Step 1. The Chief will respond in writing within fifteen days of their presentation.

STEP # 3. If the difference or dispute is not resolved in Step #2, the written grievance shall be presented to the Township Administrator or his/her designee within seven days of the Chief's response. The Administrator will respond in writing within twenty-one days after receiving the written grievance.

STEP # 4. If the issue is still not settled, the **FOP** will notify the Township Administrator, in writing, of the intent to file for arbitration with the Public Employment Relation Commission within seven days of the completion of Step 3—the receipt of the Administrator's written response.

The Arbitrator shall be directed by the parties to decide, as a preliminary question, whether there is jurisdiction here and, if so, decide the matter in dispute. The arbitrator shall be bound by the provision of the Agreement and by the constitutional laws of the State of New Jersey and shall be restricted to the application of the facts presented to him/her involving the grievance. The arbitrator shall not have the authority to add to, modify, detract, or alter in any way, the provisions of the Agreement or any amendment or supplement hereto. The decision of the Arbitrator shall be in writing and shall include the reason for each finding and conclusion. The decision shall be final and binding.

The parties shall share equally in the cost for the Arbitrator's fee. Except that any party that incurs a late cancellation for costs shall be solely responsible for the fee. Likewise, each party shall be responsible for costs, incurred in presenting and preparing for its case, e.g. legal fees, costs for subpoenas.

The time limits expressed herein shall be strictly adhered to. If the grievance is not processed by the next succeeding step in the procedure by the time limits noted there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive at each step. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

The decision on a grievance at any step shall rely on the material present at each step. Material may be added at the beginning of any step.

**ARTICLE VI
HOURS OF WORK & OVERTIME**

A. The language from Article VI of the 2001 - 2003 contract shall be in effect and controlling for the 2004 contract year. Starting January 1, 2005 the schedule shall be a twelve (12) hour per day schedule.

The chief will post the schedule for the next calendar year by November 1 of the current year. Shift requests will be honored if possible and will be determined based on seniority.

The basic schedule shall provide for non-rotating shifts; however, the chief may schedule a relief shift if one is necessary. No relief shift shall be ordered unless the officer requesting relief has been on a given shift in Cranbury for at least 3 years.

A relief shift shall be a change in shift for a period of up to 168 days (four 42 day cycles). If a relief shift is scheduled the shift to be covered shall be filled with a volunteer if possible. If no officer volunteers to cover said shift the chief shall cover said shift subject to the following guidelines:

- 1. Relief coverage can only be ordered at the annual posting of the schedule. However, relief can be scheduled voluntarily at any time.**
- 2. An officer can only be ordered to do relief coverage for a maximum of 3 months per year.**
- 3. Relief coverage shall be ordered based on seniority with the least senior officer on the opposing shift being scheduled first.**
- 4. Officers with 15 years or more of service in Cranbury shall not be ordered to do relief shift coverage.**
- 5. A relief shift shall be either from or to the A Shift (0630 - 1830) or B Shift (1830 - 0630) as defined in this Article.**

B. For the purposes of calculating the schedule, overtime and hours worked, the following definitions apply.

There are two shifts as follows:

A Shift - 0630 to 1830 hours

B Shift - 1830 to 0630 hours

2 on/ 2 off, 3 on/ 2 off, 2 on/3 off

**ARTICLE VI
HOURS OF WORK & OVERTIME
(Continued)**

The Captain and Lieutenant schedule shall be a base shift of 0800 to 1600 hours 7 days on/7 days off.

The detective's shift shall be A shift (0630 to 1830). (The balance of Paragraph B of Article VI, excluding the B shift, shall apply to detectives.)

Base Work Year - consists of 173 twelve (12) hour days or a total of 2076 hours.

Base Salary - the annual salary without longevity or holiday pay.

Hourly Rate - the base salary divided by 2076 hours

Overtime Rate - the hourly rate multiplied by 1.5

Overtime Payment Increments-

For less than fifteen (15) minutes - none

For sixteen (16) through thirty (30) minutes - One-half hour pay

For thirty-one (31) through sixty (60) minutes - One hour pay

Vacation Time - A set number of hours.

Scheduled Hours - The total scheduled hours per year (173 12-hour days, a total of 2076).

Each officer will drop every third Friday night shift when he is scheduled to work or every third Sunday day shift when he is scheduled to work.

C. Whenever an officer, excluding the Captain and Lieutenant, in any work week shall be required, directed, or authorized to work for any period in excess of his scheduled shift, he/she shall be paid at the overtime rate. Overtime pay shall be in lieu of compensatory time off.

D. Overtime will also be paid in the following situations to an officer who is not working his/her scheduled shift:

1) When called to substitute for another officer in accordance with the Rules and Regulations of the Cranbury Township Police Department.

2) When called or scheduled to appear in any court or administrative proceeding on a work related matter.

ARTICLE VI
HOURS OF WORK & OVERTIME
(Continued)

3) When scheduled by the Chief of Police for additional duty.

E. Whenever an officer, except the Captain or Lieutenant, as part of his/her duties, is summoned to return or report to duty other than his/her regularly scheduled shift, whether for emergency or otherwise, he/she except when there is an extension of a regular shift, be paid at any overtime rate for the hours worked but not less than three hours minimum.

F. **No officer shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by his/her commanding officer.**

G. Orders, authorizations or approvals must be recorded and maintained with the records of the Police Department on a form to be determined by the Chief of Police. Time cards and/or the time book are currently to be used to determine actual time worked.

H. **Overtime shall be paid in the earliest possible paycheck.**

I. Overtime shall be kept to a minimum except in cases of emergency, and must be authorized in advance by the immediate supervisor. The reason for granting of overtime shall be noted on the time report and certified by the Chief of Police.

J. A shift change occurs when an officer is notified that he/she will not be working his/her regularly scheduled shift as posted by the Chief each year. If 3 days notice of a shift change is not provided, overtime shall be paid for the difference in days between the notice given and the start of the changed shift. The officer may elect to come in early for his/her shift and then leave early with the approval of the Chief.

K. **No officer shall be required to work more than eighteen (18) hours in an twenty-four (24) hour day, except in the case of a declared emergency, as determined by the Chief of Police. A manpower shortage due to previously approved vacation or previously approved personal time shall not constitute such an emergency.**

L. **Overtime for entire shift coverage shall be offered first to officers who are not already scheduled to work that day. An overtime list shall be maintained, and officers shall be offered overtime on a rotating basis from that list.**

**ARTICLE VII
SALARY & WAGE**

For officers employed before 6/30/99 the base salary for 2004, 2005, 2006 and 2007 shall be as follows:

| | <u>2004</u> | <u>2005</u> | <u>2006</u> | <u>2007</u> |
|--|-------------|-------------|-------------|-------------|
| Patrol Officer 5th year and thereafter | \$71,840 | \$76,869 | \$79,944 | \$83,141 |
| Sergeant | \$75,622 | \$80,915 | \$84,152 | \$87,518 |
| Lieutenant | \$82,240 | \$87,997 | \$91,517 | \$95,177 |
| Captain | \$86,022 | \$92,043 | \$95,725 | \$99,554 |

For officers employed after 7/1/99, the base salary for 2004, 2005, 2006 and 2007 shall be as follows:

| | <u>2004</u> | <u>2005</u> | <u>2006</u> | <u>2007</u> |
|-----------------------------------|-------------|-------------|-------------|-------------|
| Patrolman 1st 6 months | \$34,927 | \$37,372 | \$38,867 | \$40,422 |
| Patrolman 2nd 6 months | \$38,421 | \$41,110 | \$42,755 | \$44,465 |
| Patrolman 3rd 6 months | \$42,858 | \$45,858 | \$47,693 | \$49,601 |
| Patrolman 4th 6 months | \$45,379 | \$48,556 | \$50,498 | \$52,518 |
| Patrolman 3rd year | \$50,892 | \$54,455 | \$56,633 | \$58,898 |
| Patrolman 4th year | \$54,590 | \$58,411 | \$60,747 | \$63,177 |
| Patrolman 5th year | \$59,554 | \$63,722 | \$66,271 | \$68,922 |
| Patrolman 6th year | \$65,226 | \$69,791 | \$72,583 | \$75,486 |
| Patrolman 7th year and thereafter | \$71,840 | \$76,869 | \$79,944 | \$83,141 |

All wages overtime and special duty payments to be paid biweekly starting with pay day of 12 July 2001. (Pay period 1-14 July 2001). Any full-time officer whose employment begins between January 1 and October 1 shall be credited with one full year of service as of January 1 following the commencement of his/her employment.

**ARTICLE VIII
LONGEVITY**

Full-time officers below the rank of Chief shall receive longevity pay which shall be added to the stated base pay to be separate from any salary and to be paid in one lump sum in the first week of December in each calendar year. The longevity pay shall be in accordance with the following schedule:

7th through 10th year of service - \$1,500.00
11th through 15th year of service - \$1,700.00
16th through 19th year of service - \$2,200.00
20th through 24th year of service - \$2,500.00

Any full-time police officer whose employment commences between January 1st and October 1st shall be credited with one full year of service as of January 1st following the commencement of his employment. **Upon retirement, an officer will be paid prorated longevity.**

ARTICLE IX
DUES

The payment of union dues shall be the responsibility of individual officers belonging to the Association. Pursuant to the new Agency Shop Bill, any employee of the ASSOCIATION on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment with the Unit and any officer previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction.

The Representation Fee shall be an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the officers in the Union, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

**ARTICLE X
VACATIONS**

A. Any full-time officer whose employment begins between January 1 and October 1 shall be credited with one full year of service as of January 1 following the commencement of his/her employment.

B. Every full time police officer shall be entitled to an annual paid vacation according to the following schedule.

1st year - 8 hours for each two months worked
2nd year through 5th year - 96 hours
6th year through 14 year - 144 hours
15th year and thereafter - 192 hours

C. Vacation requests shall be submitted ninety (90) days in advance. In the event of a conflict between two officers on the same shift, the officer whose request was submitted first shall receive his/her selection. Any officer who has submitted a request shall be notified in writing by the Chief and/or his/her designee of the approval/denial within twenty (20) days of the submission of his/her request. If requests are submitted the same calendar day, the senior officer will receive priority.

If the request is not submitted 90 days prior to the desired start date, the Chief and/or his/her designee may deny that request based on scheduled Department demands. The Chief and/or his/her designee shall notify the officer in writing of the approval/denial within twenty (20) days of the submission of his/her request.

D. Any vacation time taken will consist of a minimum of one (1) hour.

E. All entitled vacation time must be taken during that calendar year. However, a maximum of sixty (60) hours may be banked and taken within the first six (6) months of the succeeding year.

F. Once a vacation request has been approved by the Chief of Police or his/her designee that vacation request shall be honored, and the approval shall not be subsequently withdrawn, except in the case of a declared "State of Emergency", where the cancellation of the scheduled vacation is deemed necessary in order to properly provide for the public safety in that emergency.

**ARTICLE XI
HOLIDAYS**

Every full-time police officer, below the rank of Chief, shall be entitled to eight (8) hours straight time salary in addition to their normal pay for the following holidays:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 8. Independence Day |
| 2. Martin Luther King Day | 9. Labor Day |
| 3. Lincoln's Birthday | 10. Columbus Day |
| 4. Washington's Birthday | 11. Veterans' Day |
| 5. Good Friday | 12. Thanksgiving |
| 6. Easter | 13. Christmas |
| 7. Memorial Day | |

**ARTICLE XII
SICK LEAVE**

A. Policy

Sick leave shall mean paid leave that shall be granted to an officer who:

1. Through sickness or injury becomes incapacitated to a degree that makes it impossible for the officer to perform the duties of the officer's position.
2. Is guaranteed by a physician because the officer has been exposed to a contagious disease.
3. Has the emergent need to visit a medical professional during a work shift.

Sick leave shall also be granted to an officer whose immediate family member, as defined below, through sickness or injury becomes incapacitated, quarantined, or seriously ill and requires the officer's attendance or has the emergent need to visit a medical professional during a work shift.

In no case shall sick leave be allowed for such things as ordinary dental care, nor for any professional services that may be normally scheduled within the officer's regular off-time. The utilization or sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday.

Immediate family members shall be defined as spouse, child, stepchild, parent, father-in-law or mother-in-law.

Sick leave when applied to immediate family members shall be limited to the 12 days annually allotted between December 1st through the following November 30th.

After the use of sick leave for 3 consecutive workdays, a physician's certification will be provided.

B. Amount of Leave

Each full-time, and part-time officer, who is eligible for sick leave, shall receive 115 hours of sick leave per calendar year. Officers may accumulate up to one-thousand nine-hundred (1900) hours of sick leave.

All sick leave days in officers sick leave banks as of 12/31/04, shall be converted to hours by multiplying the number of days of unused sick time by 9.5 hours

ARTICLE XII
SICK LEAVE
(Continued)

C. Reporting

1. If an officer is absent from work for reasons that entitle him/her to sick leave, the department head or supervisor shall be notified at least two (2) hours before starting time, or a reasonable time in the case of an emergency, on each day of absence.
2. The officer reporting sick leave shall notify the supervisor of:

The nature of the illness

The telephone number where the officer may be contacted during sick leave; and

The expected duration of sick leave, if known.
3. The supervisor shall record this information on the appropriate sick leave form.
4. Failure to notify the department head or supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An officer who is absent and fails to notify the department head or supervisor is subject to discipline in accordance with the Rules and Regulations of the Police Department.

D. General

1. Habitual absenteeism is the presence of a pattern of sick leave usage over a period of three months or more, or failure to report absences. Habitual absenteeism may be cause for discipline up to and including discharge.
2. During protracted periods of illness or disability or habitual absenteeism of an officer, the Administrator and Chief of Police may require interim reports on the condition of the patient from the attending physician and/or a Township medical physician.
3. The Administrator reserves the right, in such cases where there is a difference of professional opinion, to require the officer to submit to an examination by a mutually agreed on third doctor at Township expense.
4. When under medical care, officers are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

**ARTICLE XII
SICK LEAVE
(Continued)**

5. **In charging an officer for sick leave, the smallest unit to be considered is one hour of sick time.**

E. Sick Leave Confinement Restriction

If an officer is absent for reasons that entitle the officer to sick leave or the officer is on Worker's Compensation leave because of an injury sustained during his/her employment, the officer shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in question, as per past practice, with the following exceptions:

To report for medical attention, doctor's office or hospital.

To engage in the exercise of his/her right to vote or attend religious services.

If an emergency necessitates his/her absence.

4. The supervisor may telephone the officer who has reported on sick leave or is on Worker's Compensation leave at his/her place of confinement during the scheduled workday(s).

5. To engage in therapeutic exercise per a doctor's prescription.

F. Sick Leave Buyout

1. For each officer with twenty-five years of service with the Township of Cranbury who qualifies for retirement and elects to retire from the pension system, there will be a buyout of accumulated sick leave. The buyout will be paid at the officer's rate of pay for the year in which the officer retires for one half of the officer's accumulated sick leave up to a maximum as follows:

| Effective | Maximum Sick Leave Buyout |
|-----------------|---------------------------|
| January 1, 1995 | \$ 10,000 |
| January 1, 1996 | \$ 15,000 |
| January 1, 1997 | \$ 15,000 |

**ARTICLE XII
SICK LEAVE
(Continued)**

2. One years written notice to the Township of the intended date of retirement is required if the officer is to be paid for his accumulated sick leave at the time of retirement. In the absence of such notice, the Township, at its option, may choose to pay the officer's accumulated sick leave in the Township's next fiscal year. Upon receipt of the officer's written notice to retire, the Township will provide written acknowledgement within ten (10) business days.

3. In the event of an officer's death, excluding death by suicide as concluded by the medical examiner's office, the accumulated sick leave as defined in this section shall be payable to the officer's estate within forty-five (45) days of his/her death, as follows:

| | |
|--------------------------------|---|
| Through ten years of service | 25% of sick days not to exceed \$ 3,750.00 |
| 11 through 24 years of service | 50% of sick days not to exceed \$ 10,000.00 |
| 25 years or more of service | 50% of sick days not to exceed \$ 15,000.00 |

Any full-time officer whose employment begins between January 1 and October 1 shall be credited with one full year of service as of January 1 following the commencement of his/her employment.

G. Perfect Attendance

For each officer who uses no sick time from December 1 of the proceeding year thru November 30 of the current year, a perfect attendance payment of \$750.00 will be made by December 31st of the current year.

For each officer who uses 12 hours or less sick time from December 1 of the proceeding year thru November 30 of the current year, an attendance payment of \$375.00 will be made by December 31st of the current year.

H. By January 31st of each year, officers shall be given a written accounting of their accumulated sick leave time as of December 31st of the immediately preceding calendar year. The officer will acknowledge in writing the accuracy of the report by signing the written accounting.

**ARTICLE XIII
OTHER LEAVE**

A. An officer shall receive three days off with pay for the birth, placement or adoption of his or her child commencing with labor, placement or adoption and the two days following, if scheduled to work during this time.

B. In the event of death in the officer's family, the officer shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but not to exceed the following:

| <u>Family Member</u> | <u>Maximum Funeral Leave</u> |
|--|------------------------------|
| Current spouse and/or child | 5 days |
| Sibling or parent | 4 days |
| Grandparents or spouse's parent, Grandparent or sibling | 3 days |

Reasonable verification of the event may be required by the Township.

Such bereavement leave is not in addition to any day off, vacation leave or other time off falling within the time of the bereavement.

An officer may make a request of the Chief of Police or his designated representative for time off with pay to attend a funeral, separate and distinct from bereavement leave, which approval shall not be unreasonably withheld.

C. Each officer shall receive thirty (30) hours of personal leave per calendar year. The use of a personal day shall not be arbitrarily denied. Forty-eight (48) hour notice to the Chief or his/her designee shall be required, except under exigent circumstances. In the event of an officer's death or termination, all unused personal time shall be paid. In charging an officer for personal time, the smallest unit to be considered is one (1) hour of personal time.

**ARTICLE XIV
INSURANCE**

A. The Township shall provide the dental plan coverage, hospitalization insurance coverage, major medical insurance coverage and the prescription plan in effect at the end of 1998. If an officer elects to participate in an HMO and the HMO premium is greater than the Township's non-HMO insurance premium the difference shall be paid by the officer.

B. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same benefits are provided.

C. **Police officers who have retired from the Township of Cranbury Police Department on a work related disability pension, or who have twenty-five (25) years or more of service credit in a State or locally administered retirement system, at least twenty-two (22) years of which shall be in the Township of Cranbury, shall be entitled to continue to receive all health insurance coverage referred to in Section A of this Article, at Township expense for the officer and his/her spouse. This provision shall apply to any officer who has retired since January 1, 2003.**

**ARTICLE XV
WORK INCURRED INJURY**

A. Officers who are injured, whether slightly or severely, while working, must make an immediate report within twenty-four (24) hours thereof to the Chief of Police or designated representative.

B. Officers may not return to work without a certification from the attending physician that he/she is capable of returning to work.

C. Disability and Workers Compensation Salary.

When on leave due to disability or work related injury, the officer shall receive 100% of the take home pay for one year from the date of disability or work-related injury or until the date the officer returns to work or retires, whichever is sooner. The payment will be based on the amount of take home pay which he/she received in his/her last regular base salary pay (excluding holiday or overtime pay). This amount shall be added to any disability or loss time worker's compensation payments paid to the officer to arrive at the take home pay amount.

The officer shall suffer no loss of pay while awaiting the commencement of workers compensation or disability payments. In instances where an officer begins to receive reimbursements for loss of paid time, the Township will arrange the officer's regular payroll payments so that his or her take home cash flow will not be affected. Adjustments will be made for any "pay advances" once the officer returns to work.

**ARTICLE XVI
ANNUAL (PHYSICAL AND MEDICAL REIMBURSEMENTS)**

Each officer is required to receive a bi-annual physical examination. The examination may include an EKG and any other tests the officer's physician deems medically necessary. The cost of this physical is not to exceed \$425 and is payable by the Township. If the officer cannot obtain a physical with an EKG for less than \$425, he shall notify the Police Chief and/or Administrator. He will either be assigned to a different physician or facility for the physical, or will receive approval for reimbursement above \$425 within 30 days after the notification is made.

If the cost of the physical is less than \$300, the officer may be reimbursed for other medical exams, eye exams and prescription drugs up to the difference. All bills will be submitted through the Chief to the Treasurer. The bills must note which year they are applicable to and must be received by the Treasurer no later than November 30 of the year following the year the bills apply to. It is understood that there is no reimbursement for the year in which a physical is not required.

**ARTICLE XVII
MILITARY LEAVE**

A. Any full-time officer who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his/her vacation.

B. If the amount of pay the officer receives from the federal or state government for temporary training duty (a period not to exceed fifteen (15) consecutive calendar days of training) is less than the base compensation which he/she would have received for the same period, he/she shall be paid the difference by the Township. All eligible officers are required to submit a copy of their military pay voucher before the Township is required to comply with this provision.

C. When an officer not on probation has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all officer benefits shall cease. Such officer may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the township within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

D. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the officer is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his/her recovery so long as the recovery occurs within two (2) years from the date of discharge.

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

ARTICLE XVIII
PERSONNEL FILE

A. Each officer shall have the right, upon request to the Chief of Police and/or Township Administrator/Clerk, to review the contents of his personnel file at a mutually agreed time. The officer shall be entitled to have a representative of FOP #68 accompany him during such review. A representative of management shall be present during all personnel file reviews. The officer shall be entitled to make copies of any materials in the file. The officer shall have the right, within seven (7) calendar days of such review, to submit a written response to such material for attachment to the file copies as part of the permanent record.

B. No negative material, aside from medical information, will be kept in the personnel file unless it is about an incident in which the officer is found guilty of a violation of the Rules and Regulations of the Police Department, or a criminal charge.

C. Personnel files are, and, will be considered confidential. Township Committee members may review the contents of the file in the presence of the Township Attorney, Police Chief or Township Administrator for the purpose of evaluating an officer for possible promotion or disciplinary action. Copies of the contents of a personnel file will only be made upon the approval of the officer, or due to a properly filed discovery action.

**ARTICLE XIV
UNIFORMS AND EQUIPMENT**

A. Every full-time officer shall receive an annual uniform allowance of **\$1,200** per year which shall cover the cost of maintenance and replacement of uniforms and equipment (payable to the officer in two equal installments on 1 April and 1 September. (No receipts necessary).

Every officer assigned as a detective shall, in addition to the uniform allowance set forth above, receive an additional clothing allowance of \$365.00 per year (No receipts shall be necessary). In the event that an officer is not assigned as a detective for a full calendar year, the clothing allowance set forth in this section shall be pro-rated.

B. Any damage to the officer's personal possessions including but not limited to, eyeglasses, watches, etc. incurred in the line of duty for the Township of Cranbury or during mutual aid while rendering assistance, shall be compensated for by Cranbury Township up to \$300 per item.

C. Officers shall not be required to use their vehicles for any job related functions.

D. If at any time, the Township makes any uniform change, in whole or part, the initial cost of requiring each officer to change his uniform shall be borne by the Township in an amount equal to the current initial issue equal to each item changed.

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ARTICLE XX
DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Township or by any of its agents against the FOP or against the officer represented by the FOP because of membership or non-membership or activity or non-activity in the FOP. Nor shall the Township discriminate in favor of, or assist, any other labor or police organization which in any way affects the FOP's rights as certified representative for the period during which the FOP remains the certified representative of the officers. Neither the Township nor the FOP shall discriminate against any officer because of race, color, religion, creed, sex, political affiliation, age or national origin. The Township will cooperate with the FOP with respect to all reasonable requests concerning the FOP's responsibilities as certified representative.

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ARTICLE XXI
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any officer or group of officers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXII
POLICE OFFICERS BILL OF RIGHTS

A. All officers covered under this Agreement shall be entitled to the protection of this Article. The wide ranging powers and duties given to the Department and officers on and off duty involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the actions of members. These questions often require investigation by Superior Officers and an Internal Affairs Division or both. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated.

In the event of any conflict between the policies and procedures specified herein and any other applicable New Jersey statutory provision, such statutory provision shall control.

B. Prior to being interviewed regarding an investigation which would lead to a suspension, demotion, dismissal or criminal charges, an officer shall:

1. Be informed of the nature of the investigation and whether he is a suspect, if and when known; informed of other information necessary to reasonably apprise him of the nature of the allegations of the Complaint.

2. Be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing or a representative of the Association or both.

C. When an officer is under investigation or subject to interrogation which could possibly lead to a suspension, demotion, dismissal or criminal charges, such investigations or interrogations shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably a time when the officer is on duty, unless the seriousness of the investigation is of such degree that an immediate interrogation is required.

2. The investigation and interview shall take place at the Cranbury Township Police Headquarters, or elsewhere if mutually agreed, unless the situation necessitates otherwise.

3. The officer under investigation shall be informed as soon as reasonably feasible, of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the investigation. All questions directed to an officer shall be asked by and through only such interrogators as are reasonably necessary under the situation and only one interrogator at a time.

4. No punitive action nor formal hearing shall be had of any civilian complaint against an officer unless and until the complainant be duly sworn as to the complaint, in writing, before an official authorized to administer oaths and to take such a statement and complaint. If such a hearing or action does not require the testimony of a civilian complainant, the name of the original complainant shall not be required to be divulged.

ARTICLE XXII
POLICE OFFICERS BILL OF RIGHTS
(Continued)

5. The officer under investigation shall be informed of the nature of the investigation and he shall be informed of the names of all complainants unless such disclosure would jeopardize this investigation.

6. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

7. The officer, at his/her request, may have an Association Representative appointed by the FOP #68 present to witness the interview or interrogation provided the representative does not participate in the interview. The investigating officer or officers shall be required to advise the officer being investigated of this particular right.

8. The officer under investigation shall not be subjected to offensive language or threatened with transfer, dismissal, or inducement to answer any questions.

9. Any interrogation of an officer conducted at the Police Station, or if not at the Police Station, wherever feasible, shall be recorded, and there shall be no unrecorded questions or statements, and the officer shall be afforded a copy upon his/her request and at his/her expense.

10. At the request of the officer under interrogation, he/she shall immediately have the right to be represented by counsel who shall be present at all times during such interrogation.

11. The interrogation or interview shall be limited in scope to the activities, circumstances, events, conduct or acts which pertain to the subject investigation.

12. In order to preserve the rights of all parties concerned, an officer shall be completely informed of his/her rights prior to the commencement of any interrogation.

D. 1. The officer, upon request, will be furnished with a copy of the report of the superior officer or of the Internal Investigation which will contain all material facts and accusations of the matter.

2. The officer will be furnished with the names of all witnesses and complainants who may appear against him/her or whose statements may be used against him/her.

E. 1. No demotion, suspension, or other monetary punitive measure, including dismissal, shall be taken against an officer unless taken in conformity with applicable New Jersey statutory provisions.

All the regulations and laws of the State of New Jersey shall be adhered to.

**ARTICLE XXIII
SPECIAL DUTY**

All companies or parties wishing to contract for services of officers shall complete and return the attached form before officers, if available, will be scheduled.

The Police Chief may add or delete sections of the attached form with the approval of FOP # 68.

The hourly rate is \$50.00 plus a \$10.00 per hour administrative fee.

The entire estimated fee (based on the anticipated hours to be worked) plus an additional 50% escrow fee must be received at the Cranbury Township Police Headquarters by 5:00 PM on the preceding business day.

All checks are to be made payable to Cranbury Township, 23A North Main St., Cranbury, NJ 08512

All taxes that are required by law will be addressed by Cranbury Township officials.

The contractor will consult the Chief of Police or his designee in regard to cancellation of the job, meal breaks, the starting and completion time of the job, etc.

A four (4) hour charge will be assessed if a job cancellation notice is not received by the Cranbury Township Police Department at least three (3) hours prior to the scheduled starting time.

If any dispute arises out of this agreement to provide services, the contractor agrees to submit the dispute to final and binding arbitration under the jurisdiction of the New Jersey State Board of Mediation. Further, the contractor agrees that the prevailing party shall be entitled to be reimbursed for reasonable attorney fees and costs of arbitration from the non-prevailing party.

SIGNATURE: _____ DATE:

POLICE DEPARTMENT
CRANBURY TOWNSHIP
P.O. BOX 352
CRANBURY, NEW JERSEY 08512

JAY HANSEN
CHIEF OF POLICE

PHONE: (609) 395-0031
FAX: (609) 395-9216

DATE CONTACTED:

CONTRACTOR: _____ PHONE:

ADDRESS:

JOB SITE: _____ JOB DATE:

STARTING TIME: _____ ENDING TIME:

TO THE CONTRACTOR:

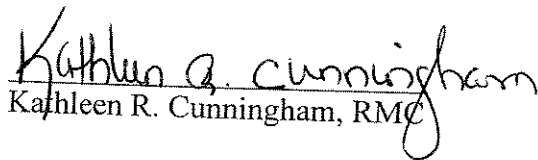
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The execution of this agreement was approved by the Township Committee by Ordinance at the meeting of 6 December 2004.

FOR THE TOWNSHIP:


RICHARD STANNARD, MAYOR

ATTEST:



Kathleen R. Cunningham, RMC

DATE: 12-6-04

For F.O.P. # 68:


Peter Ziegler, President

ATTEST:


Frank Dilley, Secretary

DATE: November 29, 2004