

**2014-2017**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**HUNTERDON COUNTY P.B.A. LOCAL 188,  
TOWN OF CLINTON UNIT**

**AND**

**TOWN OF CLINTON**

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This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the TOWN OF CLINTON, a municipality in the County of Hunterdon, State of New Jersey, hereinafter referred to as the "Employer", and the HUNTERDON COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 188, TOWN OF CLINTON UNIT, hereinafter referred to as the "P .B.A."

WITNESSETH:

**PREAMBLE:**

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to the rates of pay, hours of work, and other conditions of employment consistent with the law:

NOW THEREFORE, in the consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being understood by the parties on all bargainable issues as follows:

**I. MANAGEMENT RIGHTS**

- A. The Town of Clinton hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it as the appropriate authority 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 not limiting the generality of the foregoing the following rights:
  - 1. The executive management and administrative control of the Town Government and its properties and facilities.
  - 2. To hire all employees, to promote or retain employees in positions within the Town.
  - 3. To reprimand, suspend, discharge or take any other appropriate disciplinary action against any employee upon the presentation of just cause by the Chief of Police.
  - 4. To lay off employees in the event of lack of funds or other reasons permitted by law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Town, the adoption of rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms that are in conformance with the Constitution and law of New Jersey and the United States and ordinances of the Town of Clinton.
- C. Nothing contained herein shall be construed to deny or restrict the Town of its powers, rights, duties or responsibilities under any national, state, county or local law or ordinance.
- D. If an issue is not regulated by state or federal law and is otherwise regulated by this agreement, then this agreement shall control.

**II. RECOGNITION**

- A. The Town recognizes the P.B.A. as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of the members of the bargaining

unit, which shall be defined as all fulltime police officers and sergeants employed by the Town of Clinton, but excluding the Chief of Police, Superior Officers, Special Officers and all other employees.

- B. The term "employee" as used hereinafter, shall be interpreted interchangeably with the term "Police Officer, Officer and Sergeants".

### **III. NEGOTIATIONS PROCEDURE**

- A. The Town and the P.B.A. agree, at the request of either party, to enter into negotiations for a Successor Agreement in accordance with the Rules and Regulations of the Public Employment Relations Commission. To propose and negotiate with regard to all appropriate subjects which it desires to place before the other for considerations. Such Agreement shall apply to all members of the bargaining unit and shall be reduced to writing and, after ratification, signed by the parties.
- B. The parties mutually pledge that their representatives shall be empowered with the authority to make proposals, consider proposals, and make counter proposals as the representatives of their principals. No proposals shall be binding until formally approved by the principals.

### **IV. SEVERABILITY CLAUSE**

- A. In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect and the parties shall renegotiate concerning any such invalidated provisions ..
- B. It is understood and agreed that upon mutual consent of both the Employer and the P.B.A. the two parties may meet for the purpose of affecting a change or providing an addendum to any section of this Agreement. It is further understood and agreed upon that the remaining sections of the Agreement shall remain in full force and effect.

### **V. RETENTION OF BENEFITS**

It is understood and agreed upon that all rights, privileges and benefits which the employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement.

### **VI. GRIEVANCE PROCEDURE**

#### A. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies of administration decisions affecting terms and conditions of employment under this agreement, and may be raised by an individual unit employee, a group of unit employees, or the P.B.A., at the request of any such individual or group (hereinafter referred to as the "grievant").

#### B. Steps of the Procedure

##### Step One:

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

#### Step Two:

In the event the grievance is not resolved to the satisfaction of the grievant at Step One, or in the event the Chief of Police has not served a timely written response at Step One, then within fifteen (15) calendar days after the response date set forth in Step One, the grievant may elect to present the written grievance and any written response(s) received at Step One to the Police Committee.

The parties shall meet within ten (10) calendar days of this submission and the Police Committee shall have five (5) calendar days thereafter to make a written response.

It is understood and agreed that the Town Police Committee shall have full authority to enter into a final settlement of the pending grievance. Any agreement reached for settlement of the pending grievance shall be final and binding upon both parties. A memorandum memorializing the agreement shall be executed by both parties simultaneously at the time said agreement is reached.

#### Step Three:

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

1. The arbitrator shall be required to deliver parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever, alter the provisions of this Agreement.
2. Grievance meetings and hearing shall be held at mutually acceptable times and places. The grievant shall have at his request a representative from the P.B.A. and/or a labor consultant to assist in the resolution of the grievance at such meetings and hearings.
3. The fees, expenses, and all other proper charges of the arbitrator shall be split equally between the parties; however, each party shall bear his own additional costs.
4. All grievance hearings scheduled in accordance with the provisions hereof shall be so scheduled so as to avoid time off from regular scheduled shifts. However, in the event a grievant, or witness called by him, is on duty, he shall be permitted to attend the said hearing without reductions or loss of pay.

5. No reprisals of any kind shall be taken by the Town, or by any agent thereof, against any grievant or party participating in a grievance procedure or any member of the P.B.A. by reason of such participation.
6. All grievance hearings, conducted as outlined herein, shall be conducted in private and shall be attended by the respective parties and/or their representatives, in addition to any witnesses produced by either party for the purpose of testifying at such hearing.
7. Failure by the grievant or the P.B.A. to forward a grievance within the specified time limits shall constitute a waiver of further appeal and render the grievance null and void. However, the time limitations may be relaxed by consent of both parties. Consent shall not be unreasonably withheld. It is specifically understood that a grievant shall be entitled to additional time to obtain P .B.A. backing not to exceed twenty-five (25) days.

## VII. WORK SCHEDULE

The Officers will work the "Pitman, schedule and is part of this contract.

### A. Hours of Work.

The workday shall consist of not more than twelve (12) consecutive hours in twenty-four (24) hours except in cases to meet a bona fide emergency or public safety need. The twelve (12) hour work schedule is based on a rotating cycle of work days and days off operating on a two (2) week cycle commencing every other Monday and all officers will work two consecutive cycles before rotating to the next shift. The work schedule shall be a two (2) on, two (2) off, three (3) on, two (2) off, two (2) on, three (3) off. After the three (3) off of the second cycle, the officer rotates to the day or night shift that follows his preceding shift. The officers annual work year shall consist of two thousand one hundred ninety four (2,194) hours. Additionally, for purposes of Section 207 (K) of the Fair Labor Standard Act, the Town has adopted a working period of fourteen (14) days.

1. Officers agree to report for duty ten (10) minutes prior to the start of their scheduled shift and shall be permitted to leave ten (10) minutes before the end of their tour of duty; provided that all necessary information has been disseminated to the relieving officer who shall be on duty.
2. During the course of the cycle officers will work seven (7) 12 hour tours totaling eighty-four (84) hours of work.
3. Hours worked beyond the scheduled tour of duty will count as overtime and be compensated at the officer's overtime rate. Hours worked in excess of the 84 hours during the 14 day working period shall also be compensated at the officer's overtime rate.
4. Officers may elect to be paid in "comp time" in lieu of monetary compensation.
5. For pay purposes the work week will remain a calendar work week of forty (40) hours.
6. Time off will be deducted in accordance with the number of hours the officer was scheduled to work on a given tour of duty. Comp-time can be used in combination with personal leave or bereavement leave in order to provide sufficient hours to enable officers to take the allowable number of benefit days (shifts) off.

B. Shift Definition

1. Day shift shall consist of 0600 (6AM) hours to 1800 (6PM) hours.
2. Night shift shall consist of 1800 (6PM) hours to 0600 (6AM) hours.
3. These shifts shall be worked in four (4) week cycles rotating.
4. A twenty-eight (28) day notice to the officer is required for any shift change.
5. In situations where there is less than a twenty-eight (28) day notice and a shift becomes available or additional officer coverage is necessary, such shift will be offered as overtime before an officer(s) schedule/shift is changed.
6. Regular work shifts shall be 12 hours in length, and except as otherwise provided in this Agreement, vacation days, sick, personal, comp, and bereavement days shall also be 12 hours in length while working the Pitman schedule as defined in this agreement.

C. Use of "Pitman Time"

Effective January 1, 2006, for the extra 114 hours that officers work on the Pitman schedule, the Police Officers will receive 9 days off credited to the Police Officer on January 1 of each year. Newly hired Police Officers hired after January 1 of each year and Police Officers that terminate employment with the Town prior to the end of the calendar year will receive a prorated share of the 9 days off. Police Officers working the Pitman schedule will receive 4 days off from January 1 until the end of June. On July 1st, they will receive another 4 days off from July 1 until the end of December. They will also have their birthday off, should their birthday be a scheduled day off, they will receive another day to use at their leisure. Pitman days will be treated the same as vacation days being used as either half or whole days, however, unused Pitman days may be carried over to the subsequent calendar year insofar as they do not exceed the maximum amount of carryover days permitted under Article XII, "Vacations", Section B.

D. Temporary Assignment

Members of the police department may be utilized from time to time for temporary assignment to specialized units or administrative details. During this period of time the officer will work a tour of duty suitable for such assignment

E. Meal Breaks

Officers working twelve (12) hour tours of duty will receive one (1) hour for their daily meal break. They will be subject to call during their meal break when necessary.

F. Selection of Vacations etc.

Requests for vacation time received before March 31, for dates after March 31, will be handled by seniority within the respective squads. Requests for vacation, comp-time and "pitman time", received



after March 31 will be handled on a first come, first serve basis, except in the case of combining camp-time with personal or bereavement leave.

1. Officers may be shifted from one shift to another or have their schedule changed, at the discretion of the Chief of Police, provided twenty-eight (28) days' notice is provided.

In non-emergent circumstances, Officers may be moved from one shift to another shift to ensure adequate staffing of the Police Department only if they are provided with twenty-eight (28) days' notice of that shift change by the Chief of Police or his designee.

When a twenty-eight (28) day notice of a shift change cannot be provided, overtime shall be posted first to provide the shift coverage necessary for adequate staffing as determined by the Chief of Police or his designee.

In the event that no officer(s) sign up to voluntarily work an overtime shift posted to provide adequate staffing, the Chief of Police or his designee may make the necessary shift change(s) to provide for that staffing or order an Officer(s) to work mandatory overtime to provide for such staffing.

2. The Chief, or his designee, will be responsible for handling requests for time off or schedule changes on a posted schedule.
3. The Chief or his designee, will be responsible for time off or schedule change requests on schedules not yet posted.

#### G. Overtime and Extended shifts

When it becomes necessary to replace officers due to illness, bereavement, personal days or other reason the following procedures will be followed

1. Overtime for an entire shift
  - (a) Off-duty officers will be contacted to locate a replacement in seniority order. Officers from the off-duty squad working the same shift (i.e. day shift to day shift) will be contacted first. If none of those officers is available, the off-duty squad working the opposite shift (i.e. day shift to night shift) will be contacted
  - (b) If a replacement officer is still not available, the Chief, or his designee, will offer the overtime by seniority to on-duty officers. If none accept the overtime, the junior man on the shift will be ordered to work.
  - (c) Officers working the twelve (12) hour tour may be extended a maximum of five (5) hours to cover overtime, unless they are scheduled off the next day in which case they may be extended one (1) additional hour. Any shift extension in excess of five (5) hours shall be mutually agreed to by the Chief of Police, or his designee, and affected officer or officers.
2. Overtime of less than an entire shift
  - (a) Overtime will be offered to officers working the shift not to exceed a five (5) hour extension, unless the officer is off the next day in which case the officer may be extended one (1)

additional hour. Any shift extension in excess of five (5) hours shall be mutually agreed to by the Chief of Police, or his designee, and affected officer or officers.

(b) If the necessary coverage requires additional manpower at the end of the tour, the officer in charge will call the oncoming shift to cover the overtime.

#### H. Overtime Rate

1. Overtime work shall be divided equally among members insofar as it is reasonable to do so without reducing the efficiency of the Department
2. All hours worked in excess of those scheduled per the twelve (12) hours in a scheduled shift shall be compensated at the overtime rate of pay. The overtime rate is calculated on the officer's base pay divided by two thousand eighty (2,080) hours times 1.5. Monetary compensation for overtime worked shall be made within the next pay period after which overtime was earned.

#### I. On Call and Call In

1. In the event an Officer is called in to work during other than regularly scheduled hours (i.e., off duty court administrative (Grand Jury and any State, Federal and Municipal court), police school, firearms qualifications, special training, etc.) he shall be guaranteed a minimum of four (4) hours pay at the officer's overtime rate of pay.
2. When an Officer is called back to work in an emergency determined by the Chief, or his designee, such person shall receive a minimum of four (4) hours at that officer's overtime rate. In the event that the emergency call out is concluded prior to the Officer leaving his home, such person will receive one (1) hour of pay at their regular hourly rate.

#### 3. Exchange of Duty

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

### **VIII. BASE SALARIES AND WAGES**

#### A. Base Salary

Appendix "A" indicates the base salaries to be effective and retroactive to January 1, 2014 and further indicates the following salary adjustments to be effected during the length of this contract.

1. Effective January 1, 2014, each salary guide step shall be increased by 2.0%.
2. Effective January 1, 2015, each salary guide step shall be increased by 2.0%.
3. Effective January 1, 2016, each salary guide step shall be increased by 2.0%.
4. Effective January 1, 2017, each salary guide step shall be increased by 2.0%.

5. Officers hired on or after January 1, 2014 shall be subject to ninth, tenth and eleventh class steps.
6. Police Officers shall be placed on the salary guide according to experience and receive increments on respective anniversary dates until they reach the status of Police Officer First (1st) Class. It is understood that increases shall be subject to written approval" and recommendation from the Chief of Police to the Town Council. Said approval and recommendation shall be provided within thirty (30) days of the anniversary date. If the Chief fails to make written recommendation within said time period, the Chief shall provide written basis for denial. Otherwise, the increase shall be effective. In any case, the increase shall be retroactive to the anniversary date.
7. A Police Officer's anniversary date is the date upon which the officer's probationary period begins.
  - a. For officers hired on or after January 1, 2014, the schedule for promotion in the salary guide is as follows:

Recruit to PO Eleventh Class	2 year step
PO Eleventh Class to PO Tenth Class	2 year step
PO Tenth Class to PO Ninth Class	2 year step
PO Ninth Class to PO Eighth Class	1 year step
PO Eighth Class to PO Seventh Class	1 year step
PO Seventh Class to Sixth Class	1 year step
PO Sixth Class to PO Fifth Class	1 year step
PO Fifth Class to PO Fourth Class	1 year step
PO Fourth Class to PO Third Class	1 year step
PO Third Class to PO Second Class	1 year step
PO Second Class to PO First Class	1 year step

8. A new hiree (recruit), without prior police training, shall be enrolled in the first available class offered by the Police Academy. Upon graduation from the academy or twenty-four (24) months from the date of hire, whichever is later, the recruit shall automatically move to the status of Police Officer Sixth (6th) Class or Eighth (8th) Class, whichever is applicable.

A new hiree, with prior police training, shall immediately be classified as a police officer in accordance with Article VIII, Section 8b.

9. When a Police Officer First (1st) Class is promoted to Sergeant, a probationary period of twelve (12) months will be in effect.
10. A differential of 9% will exist between the base salary for the PO First Class and the base salary of the rank of sergeant.

B. Compensatory Time

In lieu of overtime three (3) compensatory days (36hrs - 24hrs at time and one half) may be accrued, not to be accrued annually and cannot be taken on Friday or Saturday without the approval of the Chief, or his designee. Unused compensatory hours will be paid at the end of the calendar year at the officer's straight time pay rate.

## IX. OUTSIDE EMPLOYMENT

### A. Outside Employment

It is understood that full-time employees will consider their position with the Town as their primary job. Any outside employment must not interfere with an employee's efficiency in his position with the Town. The Town shall be notified as to any outside employment.

### B. Road Jobs

1. From time to time officers are requested to perform traffic or other duties for utility or other companies within the Town.
2. The following procedures shall be followed in order for any off duty Town police officer to be employed by either a governmental or non-governmental unit where the officer will be required to either wear the department's uniform or carry the department's weapon or both:
  - a. A letter shall be provided from the Town of Clinton to any entity seeking to employ police officers for these certain off duty jobs indicating the Town retains all supervisory control over the performance of work.
  - b. All compensation for off -duty jobs through the present P.B.A. agreement, the Officer, whom shall be paid through the Town of Clinton, will receive an hourly rate of \$69.00. The officers off-duty job rate is paid less the officers required withholding & FICA payments. This rate shall become effective upon the date of signing of this contract between the PBA and the Town of Clinton. The Town reserves the right to charge an additional hourly administrative fee, above-and-beyond the aforementioned Officer hourly rate, to which the Town will be the recipient of said fee.
  - c. Applicable off duty jobs will be contracted by the Town and individual assignments will be made by the Chief of Police or his designee in accordance with the existing policies and procedures, whereby, off-duty work shall be divided equally among members insofar as it is reasonable to do so without reducing the efficiency of the Department.
  - d. Officers will list the hours worked on their normal bi-weekly time sheet currently under the heading Off Duty Job (ODJ) and the Town will include payment of those hours in the officer's normal paycheck for that period.
  - e. The Town shall afford full insurance for liability, workers compensation, disability and all other insurance as presently contained within the present contract between the two parties, to officers accepting off-duty employment to the full extent permissible under the relevant statutes and ordinances and consistent with the applicable policies of insurance that are in force. The Town reserves the right to seek indemnification from any third party tortfeasor or reimbursement from the officer for any sums received from third party tortfeasor in accordance with applicable law.

- f. The hours available for this certain off duty type employment shall be divided equally among members insofar as it is reasonable to do so without reducing the efficiency of the department as determined by the Chief of Police or his designee.

#### **X. CLOTHING ALLOWANCE AND MAINTENANCE COSTS**

- A. All uniform and equipment items shall be supplied by the Town as outlined in the Police Department policy. All articles of equipment in the officer's possession remain the property of the Town and shall be returned to the Town at the termination of employment. All uniforms remain the property of the Town for three years from initial issue. Officers are entitled to replacement of worn uniform items as needed. An employee must apply for and receive the approval of the Chief of Police, or his designee, before he is authorized to replace any worn items of clothing and equipment.

Also, armored vests and replacement vests shall be provided by the Town, without cost to the employee.

- B. In the event that all or any part of the present uniform is changed, the costs of such changes shall be borne by the Town.
- C. The Town further agrees to provide for the repair of uniforms and equipment at its sole cost and expense. The Town also agreed to provide uniform cleaning services only for uniforms that are not washing machine safe at any branch store of the cleaner designated by the Town.

The Town further agrees to allow Officers to utilize any municipally-owned cleaning equipment (IE: Washer/Dryer), and will provide the required cleaning detergent. Insofar as it does not reduce the efficiency of the department as determined by the Chief of Police or his designee, Officers would be permitted to utilize said cleaning equipment while on-duty.

- D. In addition, each employee shall be entitled to be reimbursed the replacement costs of any clothing or apparel damaged or destroyed while employed in his capacity as a police officer with a maximum limit of one hundred and fifty dollars (\$150.00) for eyeglasses and fifty dollars (\$50.00) for watches. Upon a report of a damaged article to the Chief of Police, or the Chief's designee, approval shall be granted to charge a replacement, of equal value, at a vendor of the officer's choice.
- E. Effective January 1, 2011, all Officers assigned to the Detective Bureau or to plain clothes shall receive a clothing reimbursement of \$750 per calendar year. Officers seeking to be reimbursed under this provision shall submit proof of purchase to the Town.

#### **XI. HOLIDAYS/PERSONAL DAYS**

- A. Effective January 1, 2006, holiday pay (12 days at 8 hours per day) will be included in the base pay and paid equally in the regular pay cycles of each officer. Holiday pay is calculated at the officer's overtime rate of pay.
- B. Employees will receive two (2) personal days per year. For payroll purposes, the two (2) personal days will be treated as holidays and included in the base pay at the officer's overtime rate of pay effective January 1, 2006.

1. Employees will receive two (2) additional personal days to be used subject to approval of the Chief, or his designee, and the necessities of the job. Newly hired officers who start by March 31st will receive two (2) personal days; those starting on or after June 30th will receive one (1) personal day during the first twelve (12) months of employment.
2. Such requests for personal time off shall not be unreasonably withheld.
3. If the Chief, or his designee, denies an officer the use of one or both of these two (2) personal days, the unused day(s) will be paid to the employee at his prevailing rate of pay of the year earned in the first pay period in January immediately following the year in which it was earned

C. Only regular full-time employees are eligible for holiday pay.

## XII. VACATIONS

- A. Full time hourly and salaried employees shall receive vacations with pay, subject to the following service factors:
1. Employees engaged on or after July 1st of the current year- None.
  2. Employees who will complete six (6) months of net credited service on or before December 31st of the Current year" Five (5) working days.
  3. Employees who will complete twelve (12) months of net credited service on or before December 31st of the current year - Ten (10) working days.
  4. Employees who will complete six (6) or more years of net credited service on or before December 31st of the current year ~ fifteen (15) working days.
  5. Employees who will complete twelve (12) or more years of net credited service on or before December 31st of the current year twenty (20) working days. However, five (5) of these days must be taken during January, February, March, October, November or December.
  6. Employees who will complete eighteen (18) or more years of net credited service on or before December 31st of the current year, twenty-five (25) working days. However, ten (10) of these days must be taken during January, February, March, October, November or December.
  7. Employees who work a two week cycle, rotating schedule shall be given two (2) 12 hour comp days to be used in addition to vacation.
  8. No more than two (2) officers shall be on vacation at one time except at the discretion of the Chief, or his designee.
  9. Effective January 1, 2011, all vacation time shall be converted to hours. For employees hired prior to January 1, 2011, a vacation day shall be based on 12 hours. For employees hired on or after January 1, 2011, a vacation day shall be based on 8 hours.

- B. All vacation shall be taken during the current year and may not be accumulated. However, a maximum of three (3) days may be carried forward and taken prior to April 1st of the following year.
- C. Only regular full-time year round employees shall be eligible for vacation benefits.
- D. All vacations shall be scheduled and approved by the Chief of Police, or his designee. It shall be his/her responsibility to schedule individual vacations so that activities of the Town are carried on with a minimum of interruption and inconvenience. Employees with seniority shall be given first preference in assignment of vacations insofar as possible.
- E. Seniority from which service has been continuous shall be used in determining the vacation allowance with the understanding that leaves of absence for military service and periods of disability absence shall not affect the continuity of service. Credit shall be allowed for continuous service in other departments of the Town in determining vacations for employees who have transferred from one department to another.
- F. A vacation schedule will be posted by January 1st and finalized by February 1st. During this time vacation selections will be allotted.
- G. Should unusual vacation circumstances occur, the Town Council can grant deviations from the above rules providing the Police Chiefs endorsement is given.

### **XIII. SICK LEAVE**

- A. As used in this section, "sick leave" shall mean paid leave that may be granted to an employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease. Part-time and full-time temporary (seasonal) employees are not eligible for sick leave.
- B. New employees shall receive one (1) day of sick leave for the initial month of employment if they begin work on the first through the eighth day of the calendar month and one half (1/2) day if they begin on the ninth through the 23rd day of the month. Effective January 1, 2011, such sick leave shall be based on an 8 hour day.
- C. Effective January 1, 2011, except as provided in paragraph 2, above, 96 hours of sick leave shall be credited to each officer on January 1 of each calendar year. Unused sick leave shall accumulate from year to year. Sick time banks accumulated prior to January 1, 2011 shall continue to be based on the accrual rate in effect prior to January 1, 2011.
- D. Effective January 1, 2010, upon retirement, an employee having a minimum of fifteen (15) years of service with the Town of Clinton will be compensated one day's pay for every two days of accrued sick leave for maximum compensation of \$15,000.00. At the time the employee applies to the Division of Pensions for a Retirement Estimate (at least three months prior to retirement), the employee shall submit a request in writing to the Chief Financial Officer for accrued sick leave compensation at the time of retirement. Effective January 1, 2011, the current year's sick time shall be pro-rated in the officer's terminal year of employment.

- E. Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family, which requires his attendance upon the ill, quarantine restrictions, pregnancy or disabling injuries. An officer may elect to use sick time in increments of 6 hours or more.

For the purpose of this paragraph "immediate family" shall include:

1. The employee's spouse, child, parent, brother, sister, grandparent.
  2. The child, parent, brother, sister, grandparent of his/her spouse.
  3. A relative living under the same roof.
- F. Extension of sick leave beyond the maximum allowed shall require special approval of the Town Council.
- G. First day home visitation of sick leave may be made by a supervisor at the discretion of the Chief of Police.
- H. A certificate from the employee's doctor may be required upon return from 3 or more days of sick leave. The Town reserves the right to require any employee after 3 or more days of sick leave to see the Town Doctor prior to return to work.

#### **XIV. INJURY-ON-DUTY**

- A. Any employee who is injured while acting in the performance of his duty, or who becomes ill as a direct result of his employment, shall receive full pay less the Workers Compensation temporary disability payments to which he is entitled during the period of his absence from employment for up to six (6) months and may be renewed for an additional six (6) months at the discretion of the Town Council.
- B. Such payments shall begin from the onset of said injury or illness provided that the Town physician certifies that the disability prevents the employee from carrying on the normal duties as a police officer. In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined by a physician agreed to by both parties to this Agreement, the cost of which shall be borne by both parties.
- C. In any instance where the insurance carrier denies that the injury or illness is job related, this provision will become operative only after a decision by the Division of Workers Compensation that the employee's injury or illness was sustained as a result of the performance of his duty. Pending the outcome of this decision, the employee may use any sick or vacation leave accumulated by him and shall later be credited with any time so used by relinquishment of any payments later received for the same period.

#### **XV. NON-JOB RELATED DISABILITY**

An employee who has been temporarily disabled (non-job related) and is unable to perform his duties as a police officer is entitled to pursue New Jersey State Disability, and is further entitled to use all accumulated sick time available.



## XVI. BEREAVEMENT

- A. Leave because of Death in the Immediate Family. Leave without loss of regular straight time pay up to a maximum of three (3) consecutive work days) one of which being the funeral day shall be granted to an employee in the event of a death in the immediate family. The term "immediate family" for the purpose of this subsection shall include:
1. The employee's spouse, brother, sister, parent or grandparent.
  2. The child, parent, brother, sister or grandparent of a spouse.
  3. A relative living under the same roof.
- B. Additional days may be approved upon request, by the Chief of Police, or his designee, which approval shall not be unreasonably withheld.

## XVII. UNPAID LEAVE OF ABSENCE

- A. Disability Leave. An employee of the Town of Clinton who requests leave without pay for reason of temporary disability shall be granted such leave for the duration of disability for a period not to exceed one year. In order to be eligible for such a leave, proof in the form of a doctor's report of illness or injury resulting in the temporary disability shall be required. An employee will be placed in the same or a similarly classified position upon returning to work after a disability leave unless during the employee's absence business necessity required that the employee's position be filled or discontinued. In the event that a position was filled during the employee's disability leave due to business necessity, the employee will be placed on a list for preferred recall and offered the first available opening in the same or similar position in line with her/his placement on the list. The employee will be entitled to her/his position on the recall list for a period not to exceed one year from the date of notification to the Town that the employee is no longer temporarily disabled and is able to return to work. For up to one year during the period of disability, the Town will pay the medical benefits for the employee, which the employee carried as of the last day prior to the disability. An employee's continuing service will accrue during a disability leave, as well as the privileges to which the employee is entitled by virtue of such continuous service. An employee will not accrue holidays, sick leave, other types of leaves, or vacation pay while out on temporary disability. An employee shall use all available sick leave before beginning a disability leave. An employee may also apply for temporary disability benefits.
- B. Pregnancy Leave. An employee of the Town who requests leave without pay for reason of temporary disability due to pregnancy, childbirth, or related medical conditions, shall be granted such leave for the duration of disability for a period not to exceed one year. A doctor's report supplying proof of temporary disability will not be required if the total leave period is no greater than eight weeks, begins no more than four weeks prior to the employee's expected due date, or at the onset of the employee's labor, if earlier, and ends no more than eight weeks after the date of the employee's delivery. Otherwise, a doctor's report supplying proof of continuing disability shall be required. The employee on pregnancy leave shall have all of the rights and benefits described in paragraph 1 above.

## XVIII. INSURANCE PLANS

- A. The employer shall provide for hospital and medical insurance (including major medical) for all employees and their families under the New Jersey State Health Benefits Plan. Employees are

required to contribute the maximum percentage to their medical insurance costs based on the percentages outlined by the State of New Jersey based on the coverage type selected. Such coverage shall be continued for retirees and their spouses for the retiree's lifetime pursuant to the terms of Resolution #112-05 and Resolution #113-05, attached hereto as Appendix B.

- B. Employees who choose to "opt-out" of the hospital and medical insurance (including major medical) as provided under the New Jersey State Health Benefits Plan, will receive \$5,000 for opting out of the Town plan in an annual payment in December.
- C. The employer shall continue life insurance coverage for employees at no cost to the employees at the level of coverage in effect at the execution of this agreement as per Police & Fireman's Retirement System.
- D. The employer shall continue false arrest and liability insurance for employees at no cost to the employees at the level of coverage in effect at the execution of this agreement.

#### **XIX. LEGAL DEFENSE**

- A. The employer will provide defense for members or officers in action or legal proceedings arising out of or incidental to performance of duties pursuant to N.J.S.A 40A:14-155. It is understood that the employer will provide defense for employees in any action or legal proceedings arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties pursuant to the statute. The Town agrees to provide the P.B.A. with the copies of insurance policies, which shall cover both compensatory and punitive damages.
- B. Whenever a member or officer of a: municipal police department or force is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary action or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

#### **XX. EMPLOYEE RIGHTS DURING INVESTIGATIONS**

- 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.
- B. These questions may require investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following rules are hereby adopted.
  - 1. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty. If it is required that the employee report to headquarters on his off-duty hours, he shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he was remiss in his duties or found guilty of a preferred charge.

2. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he shall be so informed at the initial contact.
3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.
4. The complete interrogation of the employee shall be recorded mechanically and copies of tapes shall be provided to the P.B.A. "OFF THE RECORD" questions shall be allowed with mutual consent only. All recesses called during the questioning shall be recorded. The contents of the tapes shall be kept confidential during the course of the investigation and the tapes shall not be destroyed without mutual consent.
5. The employee shall not be subject to any abusive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.
6. In all cases and at every stage of the proceedings the Department shall afford an opportunity for the employee, if he so requests, to consult with counsel and/or his P.B.A. representative(s) before being questioned concerning any violation or complaint of any type, which may result in any disciplinary action being taken against said employee.
7. This article shall not preclude a supervisor's right to question subordinates relative to their daily activities.

#### **XXI. P.B.A. REPRESENTATIVE**

- A. Accredited representatives of the P.B.A. who are police officers may enter Town facilities or premises at reasonable hours for the purpose of observing work conditions of their constituents or assisting in the adjustment of grievances. When the P.B.A. decides to have its representative enter the Town facilities or premises, it will request such permission from the Chief of Police, or his designee, and such permission will not be unreasonably withheld.
- B. The Town agrees to grant time off without loss of regular pay, not to exceed six (6) days, to the P.B.A. State Delegate or alternate Delegate to attend the Annual P.B.A. State Convention, provided two months written notice by the Association specifying the dates of the convention is given to the Chief of Police. The time off shall cover actual time attending the convention and reasonable travel time to and from it. The officer shall provide his own transportation to the convention and not use Town vehicles without prior authorization.

#### **XXII. JUST CAUSE PROVISION**

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

procedure. All other forms of discipline, as set forth above shall be subject to binding arbitration if the matter is not covered by Title 40A.

### XIII. PERSONNEL FILES

- A. Employees shall have access to their personnel files, upon twenty-four (24) hours' notice to the Chief of Police and may be viewed during the Chief's normal working hours. If an employee disagrees with an item in his personnel file, he may place a rebuttal statement in the file.
- B. Files remain the property of the Department and shall not be removed without the express written consent of the Chief of Police. Originals of documents remain the property of the individual officers. Employees may copy anything that is in their files.
- C. No document of anonymous origin shall be included in a personnel file. One (1) administrative personnel file shall be maintained within the Police Department. An employee file shall be maintained by the Clerk of the Town. The Town shall notify the employee in writing when any item is placed in his employee file.
- D. A copy of each written evaluation of work performance shall be given to the employee. The employee shall sign the evaluation form, acknowledging his review of same (not agreement with it) immediately following such review. The employee shall make any response within thirty (30) calendar days from the date of his signature, which statement shall become part of the evaluation.
- E. Each employee shall have his work performance evaluated at least once during each calendar year.

### XXIV. PRINTING OF AGREEMENT

The Town shall reproduce this Agreement in sufficient quantity so that every employee may be provided with a copy and so that there may be sufficient copies in reserve for any employee hired during the term of this Agreement. This reproduction and distribution shall be accomplished within thirty (30) days of the signing of this Agreement.

### XXV. MISCELLANEOUS

- A. Notification of Leave Balances. Each employee shall be provided with annual leave balances on a quarterly basis, upon request to the Chief of Police.
- B. Mileage Allowance. In the event an employee is required to use a personal vehicle for any business or activity related to his employment, he shall be compensated for such use at the rate of compensation as specified in Town Ordinance.
- C. Out-of-Pocket Expense. In the event an employee works fourteen (14) consecutive hours or more, the employee shall be entitled to a meal allowance of ten dollars (\$10.00) for each such incident. As other expenses, upon receiving prior approval by the Chief of Police, or his designee, employee shall be reimbursed for out-of-pocket expenses such as tolls, parking, meals, and/or lodging, incurred in connection with the performance of official duties.
- D. Bulletin Board. The P.B.A. shall have the exclusive use of a bulletin board at Police Headquarters for the posting of notices of interest to P.B.A. members.

- E. Physical Examinations. Any physical examination, required by the Town, shall be conducted by the Town physician at the expense of the Town.
- F. Military Leave. Military leave shall be provided in accordance with the applicable law.
- G. Non-Discrimination. Neither the Town nor the P.B.A. shall discriminate against any employee because of race, creed, religion, color, age, sex or national origin.
- H. Dental Plan. The Town will enroll all regular full-time year round employees, and their applicable dependents, in a Dental Insurance Plan at no cost to the employee.

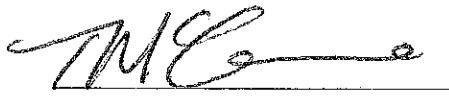

**XXVI. DURATION OF AGREEMENT**

- A. This Agreement shall be in full force and effect as of January 1, 2014 through December 31, 2017, except the effective date for the increased compensation for road jobs shall be the date of the signing of this Agreement.
- B. In the event subsequent negotiations do not result in a successor Agreement by December 31, 2017, all terms and conditions of this Agreement shall continue in full force and effect until the new Agreement is reached and executed.

**XXVII. FULLY BARGAINED PROVISIONS**

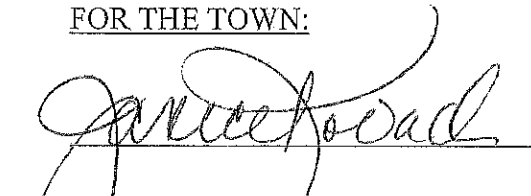
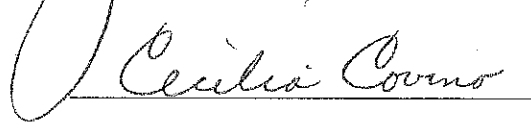
- A. This Agreement represents and incorporates complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument-in-writing only executed by both parties.

FOR THE P.B.A.:

DATED: JUNE 3, 2014

FOR THE TOWN:

ATTESTED TO: \_\_\_\_\_

APPENDIX "A"

SALARY SCHEDULE

RANK	2014	2015	2016	2017
SERGEANT	102,374.32	104,421.81	106,510.25	108,640.45
FIRST CLASS	93,921.39	95,799.82	97,715.82	99,670.14
SECOND CLASS	89,092.21	90,874.05	92,691.53	94,545.36
THIRD CLASS	84,262.99	85,948.25	87,667.21	89,420.55
FOURTH CLASS	79,433.76	81,022.44	82,642.89	84,295.75
FIFTH CLASS	74,604.54	76,096.64	77,618.57	79,170.94
SIXTH CLASS	69,775.32	71,170.83	72,594.25	74,046.13
SEVENTH CLASS	64,946.10	66,245.03	67,569.93	68,921.32
EIGHTH CLASS	60,116.88	61,319.22	62,545.60	63,796.52
NINTH CLASS	55,287.66	56,393.42	57,521.28	58,671.71
TENTH CLASS	50,458.44	51,467.61	52,496.96	53,546.90
ELEVENTH CLASS	45,629.22	46,541.81	47,472.64	48,422.09
RECRUIT	40,800.00	41,616.00	42,448.32	43,297.29

FEB-24-2010 WED 10:29 AM TOWN OF CLINTON

FAX NO. 908 735 8082

P. 02

HR-0626-1200

# APPENDIX B

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PENSIONS AND BENEFITS

New Jersey State Health Benefits Program  
PO BOX 298  
TRENTON, NJ 08625-0298

## RESOLUTION

#112-05

A RESOLUTION is adopted the provisions of N.J.S.A. 52:14-17.38 under which a public employer may agree to pay for the State Health Benefits Program (SHBP) coverage of certain retirees.

### BE IT RESOLVED:

The Town of Clinton, Hunterdon County, Location #005700  
(CORPORATE NAME OF EMPLOYER - COUNTY - STATE HEALTH BENEFITS PROGRAM ID NUMBER)

heretby elects to adopt the provisions of N.J.S.A. 52:14-17.38 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of that law. This resolution affects employees as shown on the attached Chapter 48 Resolution Addendum. It is effective on the 1st day of January, 2006  
(MONTH) (YEAR)

We are aware that adoption of this resolution does not free us of the obligation to pay for post-retirement medical benefits of retirees or employees who qualified for those payments under any Chapter 38 or Chapter 48 Resolution adopted previously by this governing body.

We agree that this Resolution will remain in effect until properly amended or revoked with the State Health Benefits Program. We recognize that, while we remain in the State Health Benefits Program, we are responsible for providing the payment for post-retirement medical coverage as listed in the attached Chapter 48 Resolution Addendum for all employees who qualify for this coverage while this Resolution is in force.

We understand that we are required to provide the Division of Pensions and Benefits complete copies of all contracts, ordinances, and resolutions that detail post-retirement medical payment obligations we undertake. We also recognize that we may be required to provide the Division with information needed to carry out the terms of this Resolution.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the

Town of Clinton  
CORPORATE NAME OF EMPLOYER

43 Leigh Street, PO Box 5194  
ADDRESS  
Clinton, NJ 08603

on the 13 day of December, 2005

*Paulo Conno*  
SIGNATURE

Clark  
OFFICIAL TITLE

908-735-0616  
TELEPHONE NUMBER

**NJ DIVISION OF PENSIONS AND BENEFITS  
RESOLUTION ADDENDUM — Chapter 48, P.L. 1999**

Please read instructions on reverse side BEFORE completing this form.

Employer Name Town of Clinton, Hunterdon County, Location #0057-00  
(CORPORATE NAME OF EMPLOYER, COUNTY, SHRP IDENTIFICATION NUMBER)

Effective date of resolution January, 1, 2006  
(MONTH) (YEAR)

CLASS OF EMPLOYEE (Except for police officers, student workers, bargaining unit (PBA, CWA), nonaffiliated, or individual(s))	HISA 52:14-17.38 PROVISIONS ADOPTED Use code below chart— For 2 and 3, indicate number of years				PREMIUM PAYMENT — RETIREE		PREMIUM PAYMENT — DEPENDENT		MEDICARE REIMBURSEMENT		PREMIUM PAYMENT — SPOUSE	
	1		2		YES	NO	YES	NO	YES	NO	YES	NO
	# OF YRS	# OF YRS	SHOW %	NO	SHOW %	NO	SHOW %	NO	SHOW %	NO	SHOW %	NO
Police Officers PBA		x	15			100%		100%		100%		100%
Public Works Employees 15		x	15			100%		100%		100%		100%
Reassigned Employees		x	15			100%		100%		100%		100%

H.J.S.A. 52:14-17.38 Provisions — 1 = Retired on a disability pension; 2 = Retired with 25 or more years of service and X years of service with the employer (employer establishes X); 3 = Retired upon or after the age of 65 with 25 years of service and X years of service with the employer (employer establishes X); 4 = Retired upon or after the age of 62 with 15 or more years of service with the employer.

Date Resolution Submitted \_\_\_\_\_ Name of Certifying Officer Nancy E. Smith Phone 908-735-2275

FEB-24-2010 WED 10:30 AM TOWN OF CLINTON

FAX NO. 908 735 3062

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TOWN OF CLINTON

RESOLUTION #113-05

BE IT RESOLVED by the Common Council of the Town of Clinton that the following changes be incorporated in the Town of Clinton Personnel Policy.

SECTION XXVII. LONGEVITY PAY

An annual payment shall be made in November to eligible employees as follows:

1. After five (5) years of service as of December 31<sup>st</sup> of the current year - 2% of base salary.
2. After ten (10) years of service as of December 31<sup>st</sup> of the current year - 3% of base salary.
3. After fifteen (15) years of service as of December 31<sup>st</sup> of the current year - 4% of base salary.

Employees hired after January 1, 2006 will not be eligible for Longevity.

SECTION XXX. HEALTH BENEFITS

MEDICAL COVERAGE

- b. Each year the State holds an open enrollment period during October at which time an employee may change plans, and/or coverage. The change will be effective January 1<sup>st</sup>.
- b. Pursuant to N.J.S.A. §2:14-17.31a, the Town of Clinton may allow any employee who is eligible for other health care coverage to waive coverage under the State Health Benefits Program to which the employee is entitled by virtue of employment with the municipality. The waiver shall be in such form as the Director of the Division of Pensions and Benefits shall prescribe and shall be filed with the division. After such waiver has been filed and for so long as that waiver remains in effect, no premium shall be required to be paid by the municipality for the employee or the employee's dependents. In consideration of filing such a waiver, the Town of Clinton will pay annually, in December, 50% of the amount saved by the municipality because of the employee's waiver of coverage. The employee may be reinstated into the State Health Benefits Plan immediately by notifying the Town in writing and filing a Declaration with the Division of Pensions & Benefits.
- c. On December 13, 2005, the Mayor & Council adopted Chapter 48, P.L. 1999, Resolution and Addendum to be effective January 1, 2006 requiring that an employee have 15 years of service with the Town of Clinton as part of the 25 years in the pension system.

DENTAL COVERAGE

The Town of Clinton provides dental coverage under the State of New Jersey Health Benefits Dental Program. All full-time employees are eligible to participate after 60 days of employment. The Application forms are available in the Finance Office.

FEB-24-2010 WED 10:30 AM TOWN OF CLINTON

FAX NO. 808 735 8082

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BE IT FURTHER RESOLVED that copies of the affected sections be provided to each full time employee.

Attest

J. Matthew Holt, Mayor

Cecilia Covino, Town Clerk

Dated: December 13, 2005