

**A G R E E M E N T**

**BETWEEN**

**THE TOWNSHIP OF BURLINGTON  
AND  
BURLINGTON TOWNSHIP FOP LODGE No. 84  
SUPERIOR OFFICERS**

**JANUARY 1, 2006 through DECEMBER 31, 2010**

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## **PREAMBLE**

This Agreement, entered into by the Mayor and Council of the Township of Burlington, hereinafter referred to as either the “Employer” or “Township” and the Fraternal Order of Police, Burlington Township Police Lodge #84 (Superior Officers), hereinafter referred to as the “Employees”, “Lodge”, or SOA, has as its purpose the promotion of harmonious relations between the Employer and the Employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

**I. RECOGNITION:**

The Township recognizes the Fraternal Order of Police, Burlington Township Police Lodge #84 (Superior Officers), as the exclusive collective negotiating representative for full-time sworn police officers employed by the Township holding the title of and assigned as Sergeant or Lieutenant.

The Township agrees to deduct the dues of members of the Lodge from wages due to those members in accordance with a certification provided to the Township and signed by the Secretary of the Lodge setting forth the amount of the dues and the names of the members of the Lodge. The Lodge will provide the necessary check-off authorization form to the Township.

The Township agrees, pursuant to the provision of N.J.S.A. 34:13A-5.5 to deduct from the wages due to non-member employees included within the bargaining unit, a representation fee in lieu of dues for services rendered by the Lodge in an amount up to 85% of the regular membership dues charged by the Lodge to its own members.

The Lodge shall indemnify, defend, and save harmless the Township from any cause of action, claims, loss of damages incurred as a result of this Article.

All work performed in any classification covered under this Agreement shall be performed under the terms and conditions of this Agreement by uniformed, regular police officers.

The Township of Burlington shall not enter into any Agreement or Contract with any employee within this Bargaining Unit as defined above, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

**II. GENERAL RULES:**

A. The proposed salary ranges shall be established and applied to all authorized classified positions, except where positions and salary are set by statute.

B. Employees possessing rights under N.J.S.A. 40A:9-5 or possessing special skills or experience may be hired in excess of the minimum hiring rate at the discretion of the Employer. Except as otherwise provided under N.J.S.A. 40A:9-5, no Employee may be hired at a rate of pay higher than that specified for an “after first year employee” under this contract.

C. Whenever an employee is reclassified from one class or title to another having a higher salary range or when the salary range of his/her classification is increased, then his/her salary shall be adjusted to the minimum of the new range or at a step commensurate with the old rate, whichever is closer. In no case shall the employee’s new salary be lower than the old rate of former classification.

D. Rates of compensation provided for in these regulations are fixed on the basis of full-time service.

E. During the term of this Agreement, the pay scales will not be reduced unless by mutual agreement of both parties.

F. All salaries and wages shall be paid weekly. All police overtime will be paid weekly.

**G. Gender Statement**

Unless the context requires otherwise, the masculine shall include the feminine and the singular shall include the plural.

**H. Equal Treatment**

1. The Employer and Employee agree that there shall be no discrimination against any police officer because of race, creed, sex, age, nationality, religion, marital status, or political affiliation.

2. The Employer and Employee agree that all police officers covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any Employee organization or to refrain from such activity. There shall be no discrimination by the Employer or Employee against any officer because of the officer’s membership or non-membership or activity or non-activity in the police organization.

3. The Employer and Employee agree that all police officers covered under this Agreement will be treated equally in all cases of determining vacation schedules and assignments to specialized units, except when otherwise provided for in this Agreement.

I. **Seniority**

1. Seniority is defined to mean the accumulated length of continuous service with the department, computed from the date of permanent appointment. An Employee's length of service shall not be reduced by time lost due to absence for a bona fide illness or injury, certified by a physician not in the excess of six (6) months or one (1) year if work related.

2. If a question arises concerning two (2) or more Employees who were hired on the same date, the following shall apply:

3. Seniority preference among all Employees shall be determined by the order in which such Employees were listed on the Department of Personnel's Certification List at time of hire.

4. The Employer shall maintain an accurate up-to-date seniority roster showing each Employee's date of permanent or temporary employment, classification and pay rate, and shall furnish copies of same to the Lodge representative upon request.

\*See Attached Addendum # 2006-001 on Page 41

J. **Work and Grieve**

The principal of "work then grieve" shall apply in all cases.

K. **Retired Employees**

Any Employee who retires prior to contract settlement shall receive all benefits derived from the contract during the period worked that was covered by the contract.

L. **Definitions**

The following terms have been defined for the purpose of understanding this Agreement.

1. **Public Safety Director/Chief Law Enforcement Officer:** Chief Executive Officer of Burlington Township Police Department.

2. **Supervisor:** A member of Burlington Township Police Department assigned by the Public Safety Director/Chief Law Enforcement Officer to a position requiring him to exercise immediate supervision over the activities of other members and Employees.

3. Detective: A member of Burlington Township Police Department who is assigned by the Public Safety Director/Chief Law Enforcement Officer to conduct criminal investigations in civilian clothing.
4. Patrolman: A member of Burlington Township Police Department who is assigned by the Public Safety Director/Chief Law Enforcement Officer to the uniformed patrol division.
5. Employee: Any sergeant or lieutenant of Burlington Township Police Department.
6. Employer: The Mayor and Council of Burlington Township or their designated representative.
7. Township: Burlington Township Municipal Government.
8. Designee: An individual assigned by the Public Safety Director/Chief Law Enforcement Officer to carry out a special function.
9. Lodge: Fraternal Order of Police, Burlington Township Lodge #84.
10. Emergency situations: Exists whenever public safety is endangered or imperiled as determined at the sole discretion of the Public Safety Director/Chief Law Enforcement Officer, or his designee. Examples of the later condition might be a riot situation, a natural or man-made disaster, or an act of God.
11. Advisory Committee: Shall consist of the members from the Department Cooperative Team from the "Quality Through Partnership" program.
12. Recruits: Pay status of a member from hiring date through graduation from a certified police academy.



**III. MANAGEMENT'S 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 signing of the 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 the executive management and administrative control of the Township, its properties and facilities, and the activities of its employees, subject to the New Jersey Employer-Employee Relations Act;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, assignment, promotion and transfer employees or their dismissal, fine or suspension, or demotion all in accordance with applicable laws, regulations and terms of this agreement;

3. To establish programs and objectives, including special programs, and to provide for all needs and services for residents of the Township and persons who utilize Township services, all as deemed necessary or advisable by the Township limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States;

4. To decide upon the means and methods of providing all services, selection of equipment, materials and the utilization thereof by Township employees of every kind and nature so long as same is within recognized safety standards;

5. To determine work schedules, the starting and ending hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto limited only by the specific and express terms of this Agreement and so long as they are in conformance with the laws of the State of New Jersey and its Agencies;

6. To determine emergencies and the means or manner to cope therewith and to determine when said emergencies have terminated pursuant to the established guidelines of the State and County Department of Emergency Management;

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations, procedures and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under any national, state, county or local laws, regulation, resolutions or ordinances.

D. The Township shall not discharge, discriminate or cause any unfavorable action in

any way against any employee for Union activities or for Union membership, as long as such activity does not in any way unreasonably disrupt normal operations of the Police Department.

E. This Agreement shall not be changed or amended except by mutual agreement, reduced to writing and duly executed by the parties thereto.

F. The parties to this Contract agree that they shall not enter into any agreement or contract or negotiations with any individual or group of individuals which are outside of the scope of this Contract. The parties further agree that any such extra contractual agreement shall be null and void.

G. The Township and its representatives agree not to meet with any other organization of individuals not authorized by the Union for the purpose of hearing or discussing views on negotiable working conditions, grievances or the terms and conditions of this Agreement.

H. No employee may be dismissed, suspended, disciplined or investigated except in accordance with the rules and regulations of the New Jersey Department of Personnel and the laws of the State of New Jersey.

I. The FOP shall be provided with a copy of the notice forwarded to the employee/member of his/her disciplinary hearing.

**IV. COMPENSATION, HOLIDAYS, LEAVE ENTITLEMENT, OVERTIME  
COMPENSATION, AND WORKING CONDITIONS:**

**A. Salary and Wages**

1. All Employees in classifications listed below will receive the salary and wages set forth within for the year indicated. Said salary and wages and overtime will be paid retroactively to the user of entitlement and shall be payable upon effective date of Township's Salary and Wage Ordinance.

Sergeants\*

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
<b>1st</b>	<b>78,681</b>	<b>83,549</b>	<b>86,691</b>	<b>89,551</b>	<b>92,721</b>	<b>96,449</b>
<b>2nd</b>	<b>79,530</b>	<b>83,894</b>	<b>87,166</b>	<b>90,042</b>	<b>93,284</b>	<b>96,829</b>
<b>3rd</b>	<b>81,096</b>	<b>85,596</b>	<b>89,399</b>	<b>92,349</b>	<b>95,673</b>	<b>99,100</b>

\* - 1<sup>st</sup> and 2<sup>nd</sup> step includes six (6) holidays added to the 2001 base. The 3<sup>rd</sup> step includes eight (8) holidays added to the 2001 base.

\* Sergeants shall be paid upon an hourly basis.

Lieutenants\*\*

	<u>2005</u>	<u>2006 *</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
<b>1st</b>	<b>92,183</b>	<b>96,370</b>	<b>99,743</b>	<b>102,735</b>	<b>105,684</b>	<b>108,855</b>
<b>2nd</b>	<b>94,187</b>	<b>98,454</b>	<b>101,900</b>	<b>104,957</b>	<b>107,969</b>	<b>111,208</b>
<b>3rd</b>	<b>95,035</b>	<b>99,336</b>	<b>102,813</b>	<b>105,897</b>	<b>108,937</b>	<b>112,205</b>
<b>4th</b>	<b>95,884</b>	<b>100,219</b>	<b>103,727</b>	<b>106,839</b>	<b>109,905</b>	<b>113,202</b>

\* \$500 clothing allowance included in 2006

\*\* - Six (6) holidays added to the 2001 base.

\*\* Lieutenants shall be paid upon a salaried basis.

Overtime Rate for Lieutenants for School Functions Only

The overtime rate for Lieutenants for school functions shall be 1 ½ X their hourly rate.

Maximum participation shall be as follows or more as needed to fill detail.

<u>Detail</u>	<u>Lieutenants</u>
8 Officer	2
4 Officers	1
2 Officers	1

\*Off Duty Work Rates

<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
\$50 hr	\$55 hr	\$60 hr	\$65 hr	\$70 hr

a. Officers who have achieved a certified EMT status shall receive a salary adjustment of five hundred (\$500) dollars to be included in their base salary. For payroll purposes, this increase shall not be included in computing any and all overtime and/or longevity. Proof of Certification is to be provided to the Township of Burlington on or before November 1st of each year in order to continue to receive payment. Said adjustment of base salary shall be pro-rated upon the date of certification.

b. Sergeants assigned as a Detective to the Detective Division, shall receive a stipend of \$1,500. For payroll purposes, this stipend shall not be included in computing any and all overtime and longevity.

3. Longevity pay will be paid weekly to all classified permanent Employees covered by this contract in accordance with the following schedule. Date of hire shall determine the eligibility of longevity payment.

<u>Years of Service</u>	<u>% of Base Wages</u>
5 years	\$1,250.00
10 years	5 %
15 years	7.5%
20 years	10 %
24 years	12.5%

4. In addition to base salaries, Employees shall receive a shift differential to provide additional compensation for hours actually worked as follows:

8 PM to 8 AM	2006	\$1.00/hr
8 PM to 8 AM	2007	\$1.25/hr
8 PM to 8 AM	2008	\$1.25/hr
8 PM to 8 AM	2009	\$1.25/hr
8PM to 8AM	2010	\$1.25/hr

Those Employees reporting out sick during these shifts will be paid at the base rate, without benefit of shift differential compensation assuming proper sick leave procedures have been followed.

**B. Overtime**

1. Overtime shall be computed at one and one-half (1-1/2) times the normal rate of pay for those hours worked over the normally scheduled work shift.

2. Overtime shall be distributed equally, insofar as practicable, among the

Employees who are qualified and able to perform work. Supervisors shall maintain and post on a continual basis, a list of Employees and the actual overtime hours worked and actual overtime hours refused by each Employee. Employees will be offered and permitted to work an entire overtime shift or part thereof with a six (6) hour interval between his last scheduled shift and the overtime shift, however the Employer may only order an entire overtime shift or part thereof to be worked if an eight (8) hour break existed between a previously worked full shift (12 hours).

a. Assuming that proper notification has been given for an absence that requires calling in of additional personnel, the Employer shall call in that Employee with the lowest amount of overtime posted. Should a mistake occur for any reason, and a supervisor fails to contact the correct officer, the affected officer will be offered the opportunity to work an overtime shift of a same time and shift duration as long as the one missed. This overtime shift will be offered within fifteen (15) days of the overtime shift missed. Should this opportunity be refused it will not be recorded as refused overtime for call-in under this provision. When filling overtime requirements, the Employer shall call the Employee with the lowest amount of total overtime hours, worked and refused, first and will proceed to call in available sequential order the Employee with the greatest amount of total overtime hours.

b. If the Employer desires to fill scheduled short shifts, it shall make reasonable efforts to do so within the first four (4) hours of the preceding shift.

c. All overtime distribution shall be on a yearly cycle.

3. The Employer shall diligently attempt to give Employees advance notice on all overtime work.

4. If the Employer cannot fill its overtime requirement after exhausting all of the procedures for any given classification as herein set forth, then those Employees who are in said classification with the highest amount of logged refused overtime will be assigned to do the work.

5. Employees called in to work from home on a call-out, outside their regular work day, shall be guaranteed a minimum of three (3) hours pay at an hourly rate equal to one and one-half (1-1/2) times the Employee's hourly rate regardless of time of day.

6. Employees called into work from home on a call-out, inside of three (3) hours of their scheduled start time shall be guaranteed time at one and one-half (1½) times their hourly rate from the time to report headquarters plus a half (½) hour of travel time. Travel time exceeding the half (½) hour limit will not be paid. Time to be computed from time of notification to time of reporting for duty.

7. Overtime-hours refused shall be considered as those hours when;
  - a. An Employee declines such hours after having been requested to work same;
  - b. An Employee cannot be directly contacted despite reasonable efforts by the Employer, including but not limited to, such efforts as contacting the home of the Employee.

C. **Appearance In Court**

1. An Employee required to appear in any court as a direct result of his police duties, on his off-duty hours, shall be paid one and one-half (1-1/2) times the Employee's hourly rate for actual hours worked, with a minimum credit of 2 hours at time and a half, unless otherwise prescribed by this Agreement.

2. The Director shall from time to time, issue directives concerning the scheduling of court appearances which are designed to minimize overtime.

3. Those employees who are required to appear in court between shifts will receive three (3) hours of overtime at one and one-half (1½) times their regular rate of pay.

D. **Holiday Pay**

1. Effective January 1, 2002, the following days shall be designated as holidays. Employees shall receive compensation only for these days as designated herein while on duty and/or working status:

New Year's Day (Actual Day)  
Memorial Day  
Fourth of July (Actual Day)  
Labor Day  
Thanksgiving (Festive Holiday-Actual Day)  
Christmas Day (Festive Holiday-Actual Day)  
Floating Holiday (Lieutenants Only)

2. Christmas and Thanksgiving are designated as Festive Holidays on which the working employee shall receive two (2) times their hourly rate of pay. Employees working on the actual date of the other designated holidays shall receive one and one-half (1½) times their hourly rate of pay for those hours worked on that day.

3. Shift employees working on the actual date of a non-festive holiday shall be paid, in addition to the regular days pay, an amount equal to one and one-half times (1-½) times their hourly rate of pay for those hours worked on that day.

4. In the event an Employee reports out sick the day before, the day of, or the day after a holiday, the Employee must produce a doctor's excuse for such absence upon returning to work.

5. Any Sergeant scheduled off on any of the six (6) designated holidays will be paid a regular day's pay for said day not in a duty status.

E. **Leave Entitlement**

1. All Employees covered by this Agreement shall be entitled to leave with pay. Said leave shall be taken during the calendar year. However, an Employee may carry all or any portion of his leave entitlement into the following year. However, leave entitlement days may only be carried forward into the next succeeding year.

All references to "days" with regards to vacation, sick, and/or personal shall be converted into hours.

2. New Employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through 23rd day of the month.

3. Leave entitlement will be earned by Employees at the rate of one (1) day per month of employment, to a maximum of twelve (12) days. After one (1) year of service, the following schedule shall apply:

	<u>12-hour shift</u>	<u>10-hour shift</u>	<u>8-hour shift</u>
After 1 year (12 days) =	144 hours	120 hours	96 hours
After 6 years (15 days) =	180 hours	150 hours	120 hours
After 12 years (20 days) =	240 hours	200 hours	160 hours
After 20 years (25 days) =	300 hours	250 hours	200 hours

4. Each Employee shall be allowed up to five (5) additional leave days in lieu of personal leave days. Three (3) paid and two (2) not paid.

5. Each Employee shall receive an additional paid leave day for their birthday.

6. Each Employee assigned to a twelve (12) hour shift shall be entitled to twenty-four (24) hours additional paid leave hours per year.

7. By January 1st of each calendar year, officers will be given a tentative schedule for that calendar year. By January 31 of each year, all Employees affected by this Agreement are encouraged to submit, in writing, any priority requests for leave entitlement. Approval of such requests will be based on seniority preference.

8. All requests for use of leave entitlement must be submitted to his immediate supervisor and shall be submitted at least seven (7) days prior to the date requested. Lack of action by Employer within seven (7) days will be considered approval of any request.

9. Each Employee will be permitted five (5) times annually to make an exception to Paragraph 7, provided the shift is not at minimum coverage at the time the request is made to the shift supervisor, or in accordance with other criteria established by the Employer and made available to the Employees. This request shall be known as an "impromptu day". A leave entitlement day granted to an officer who has physically reported to work will not be counted as an impromptu day. Requests made under the provisions of this Paragraph will only require the approval of the immediate supervisor.

The Employer encourages the Employee to comply with the above paragraph so that the Employer can plan in-service training, special schools, special assignments, and other departmental operation assignments. Failure to comply with the above paragraph could result in the denial of leave entitlement requests due to manpower requirements.

10. Any Employee who is laid off or retired from service of the Employer, prior to taking his leave entitlement, shall be compensated in cash for all unused leave entitlement he has accumulated at the time of separation on a pro-rated basis for the year in which the Employee leaves Township service. An Employee, who is separated from service for disciplinary reasons, shall lose any leave entitlement accumulated, but not used.

11. Each Employee shall be notified, in writing, on or before January 1st of each year, of his leave entitlement status.



F. **Bereavement Leave**

1. A maximum of five (5) days off with pay for a death in the immediate family will be granted to permanent full-time employees. Immediate family is limited to mother, father, sister, brother, spouse, children, parents of spouse, stepmother, stepfather, and stepchildren. An additional two (2) days off with pay will be granted for out-of-state travel requirements if the funeral is more than five hundred (500) miles one-way.
2. An employee will be granted three (3) days off with pay to attend the viewing and funeral of grandparents, brother-in-law, sister-in-law, and aunts and uncles if said funeral services fall on a scheduled workday. All other bereavement provisions do not apply in this case.
3. An employee will be granted four (4) days off with pay should any of the relations as found in paragraph 3 be a resident of the employees household determined by appropriate proofs.
4. Reasonable verification of the event and familial relationship must be submitted upon request within five (5) calendar days of the Employee's return to work.

G. **Sick Leave With Pay**

Employees shall be entitled to sick leave with pay as follows:

1. New Employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1st through 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, Employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, Employees shall be credited with 15 working days. Any unused allowable such leave for any calendar year, not taken in that calendar year by an Employee, shall accumulate to his credit from year to year, and he shall be entitled to utilize such accumulated such leave with pay, if and when needed. Sick leave for purposes herein is defined to mean absence from duty of an Employee because of personal illness by reason of which such Employee is unable to perform the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family seriously ill, and requires the presence of such Employee. The Township will have the ability and authority to contact the Employee reporting off sick, to inquire of his condition, and possible return to work date.

2. Sick leave claimed by reason of quarantine or exposure by contagious disease shall be approved only on the certificate of the local Department of Health.

3. The total years of service after permanent appointment of each such Employee in the Department of Personnel classification shall be considered in computing accumulated sick leave due and available.

4. Any Employee taking off such shall notify the duty supervisor at least one (1) hour prior to starting of his shift. If the supervisor is unavailable, then such notification shall be given to duty dispatcher. Continuous failure to give due notification may result in disciplinary action being taken pursuant to the Department of Personnel Rules and Regulations. Failure of the Employee to notify duty supervisor or dispatcher if the supervisor is unavailable could result in the denial of such leave payment.

5. Employee shall receive that portion of their accumulated sick leave at retirement according to the following schedule:

(12-hour employee)		(10-hour employee) *	
1,200 hours or less	= 15%	1,000 hours or less	= 15%
1,212 hours or less	= 25%	1,010 hours or less	= 25%
1,812 hours or less	= 50%	1,510 hours or less	= 50%
2,412 hours or less	= 65%	2,010 hours or less	= 65%

\* (To be eligible, an employee must have served at least 30% of his career in a ten (10) hour capacity.)

Sick leave for the year in which retirement occurs will be pro-rated based upon the amount of paid service in the given year. If an Employee is receiving sick pay at the time of retirement, such payments shall cease at the effective retirement date and all remaining sick leave shall be paid in a single payment at the specific percentage of the regular rate.

Employees may exercise the option of receiving the dollar equivalent for any unused sick time in one (1) specific year. In exercising this option, the employee shall submit a letter to the Department Head on or before January 1st requesting payment of said unused days up to the maximum earned and unused in the year of this option. Payment shall be made in the dollar amount of the year earned upon final passage of the Township Budget. Exercising said option need not be consecutive nor continuous and shall be made at the employee's selection.

#### H. Work Schedules

1. Normal workday (shift) shall not exceed twelve (12) continuous hours and normal workweek shall consist of not less than thirty-four (34) hours and no more than forty-eight (48) hours.

2. Authorized overtime shall be subject to approval by the Public Safety Director/Chief Law Enforcement Officer or his designee.

3. For the purpose of payroll calculations, the workweek shall commence at 12:01 AM Sunday and end at midnight on Saturday.

4. Paychecks will be issued every Thursday at 4:00 PM. the only exception will be if an Employee is exercising leave entitlement during a pay period and wants to be paid in advance, in which case the Employee must provide a written request to the Employer fourteen (14) days prior to the effected pay date.

5. The regular starting time of work shifts will not be changed without seven (7) days advance notice to the affected Employee, unless emergent circumstances exist which preclude such notice. New schedules will be posted at least two (2) weeks prior to their effective date. Requests by an Employee for a schedule change must be submitted to immediate supervisor and shall be submitted at least seven (7) days prior to the requested change unless the Employer, in its sole discretion, shall agree to a shorter time period. Lack of formal action by the Employer will be considered approval of any request reasonably made.

The Operations Lieutenant will endeavor to assure that such shifting is minimal and only effectuated when necessary.

6. Where the nature of the work involved requires continuous operations on a twenty-four (24) hours per day, seven (7) days per week basis, qualified Employees so assigned will have their schedules arranged in such a manner which will assure, on a rotation basis, that said Employees will have an equal share of Saturdays and Sundays off, distributed as evenly as possible throughout the year.

7. The maintaining of the department's current work schedules (i.e., twelve {12} hour shifts for patrol sergeants; ten {10} hour shifts for administrative sergeants/lieutenants) shall continue for the life of this Agreement, unless the Employer presents economic reasons for a change or the need for any re-distribution of manpower for the safety of the community. Economic arguments will be based solely on the police department's budget.

8. **Minimum Operating Force**

To the extent that Township budgetary constraints permit, the maintenance of police department force levels at current standards, as found in sub-paragraph (a), will apply. (Where force reductions are required because of budgetary constraints, minimal operational force levels are to be established through negotiations between Township and Lodge.)

a. The minimum operating force of police shifts will consist of five (5) persons. (Consisting of one {1} desk officer, three {3} patrol officers and a shift supervisor.)

I. **Leave of Absence**

A permanent Employee holding a position in the classified service, who is temporarily either mentally or physically incapacitated to perform his duties, or who temporarily desires to engage in a course of study such as will increase his usefulness on his return to service, or who for any other reason considered appropriate by the Mayor, desires to secure leave from his regular duties, may, with the approval of Mayor and Council, be granted

special leave of absence without pay for a period not exceeding six (6) months. Any Employee asking for special leave without pay, shall submit his request in writing to the Public Safety Director/Chief Law Enforcement Officer, stating the reasons why the request should be granted, the date when he desires the leave to begin, and the probable date of his return to duty. In each case of special leave without pay, unless provided pursuant to statute, the Mayor and Council shall, at the time the leave is approved, determine whether the employee granted such leave shall be entitled to his former position on his return from such leave, or whether his name shall be placed on the re-employment list for this class.

Any employee granted a leave of absence by the Mayor and Council, not to exceed (6) months, shall not accumulate seniority while on leave of absence. Medical benefits will be granted while on said leave. Medical Benefits will not be provided for a Non Medical Leave of Absence. Payroll deductions for such coverage will be continued and payable during this period by the employee. Sick and leave entitlement time will be pro-rated on the basis of actual year's service, less leave time. Holidays occurring during such leave period will be unpaid and not transferable to later date(s). Such provisions are accepted in the case of veterans as provided by Federal law.

V. **WORKMEN'S COMPENSATION, SAFETY & HEALTH:**

A. Employees disabled with job related injuries and unable to work will be granted a leave of absence with pay, for a period of time up to six (6) months with a total accumulation of one (1) year for any occurrence under the same terms and conditions set forth under Section IV, Paragraph I, Leave of Absence, except that Employee shall continue to accrue seniority rights and appropriate fringe benefits and subject to the requirements, that an Employee will endorse any compensation checks received as the result of the disability from the Township insurance carrier over to the Township. During the period of disability, management reserves the right at such times, and under such circumstances as are reasonable, to require a person covered under the provisions set forth herein to undergo a physical examination by a physician of the Township's choosing. In the event said physician determines that an Employee may return to work, the Employee will not receive any pay unless the Employee returns to work. In the event Employee is dissatisfied with the Township physician's opinion, he may, at his cost, seek a second opinion. If said second opinion is at variance with the initial opinion as to the ability of the Employee to return to work, the Township shall obtain from the Burlington County Medical Association a list of five (5) physicians qualified in the area of expertise which is the subject of Employee's medical condition. Said list shall be submitted to the Employee. Within forty-eight (48) hours of submitting the list to employee, both the Township and Employee shall select and rank three (3) physicians from the list. If only one (1) physician is the same on both lists, said physician shall be selected for a third opinion. If more than one (1) physician is on both lists, the Township is to determine which of the duplicate physicians the Employee is to consult to obtain a third opinion. If the third opinion supports the Employee's contention, the Township shall pay for a third opinion and reimburse the Employee for the second opinion; if the third opinion supports the Township physician's contention, then the Employee shall pay for the third opinion. The decision of the third physician shall be final and binding on the parties.

B. The Township agrees to conform to all manufacturer and dealer warranty and maintenance requirements on equipment except in an emergency situation. The Township also agrees that it will immediately attempt to effectuate all repairs to such items as radios, outside dome lights, sirens, any other related vehicle equipment required for officer's safety. No member shall be ordered to operate an unsafe motor vehicle or a vehicle that has not passed N.J. Motor Vehicle Inspection standards.

No employee or unit shall be required to perform any non-office function without proper radio communication at his/her disposal.

The Township shall supply all employees with summer and winter uniforms, rain gear and rubber pullover boots, other equipment, tools, or devices reasonably necessary in order to insure their safety and health included but not limited to a police baton (nightstick), three (3) badges [said badges being for wallet, hat, and for uniform], handcuffs and keys, and a service weapon. The Township shall repair or replace any damaged or unserviceable or stolen items out of police facility so long as such was not caused by the employee's willful neglect or negligence. The Township shall supply all members a canister pepper mace, and a personal bullet proof vest, which conforms to all standards in effect as of December 1997 and shall be replaced when the manufacturers warranty expires.

Any uniforms, equipment, tools or devices provided by the Township are to be worn or used only during work hours. Such uniforms, equipment, tools and devices shall remain the property of the Township, but the employee shall have the responsibility of caring for said items, except for normal wear and tear. During work hours all employees shall wear the work uniforms provided by the Township and the Township shall designate the source, style, material, and all other features and aspects of the uniforms. These uniforms may not be worn other than while on-duty for Burlington Township or during the performance of such special police duties that may be approved by the Public Safety Director/Chief Law Enforcement Officer. All safety equipment must be worn as prescribed by the Township.

C. Safety & Health Rules

Safety and health rules must be obeyed by the Employees.

1. All safety problems are to be reported by the Employee's immediate supervisor, after which they will be reviewed by the Mayor's Safety Committee. All safety and health rules must be obeyed by the Employee and the Employer. The existence of the Mayor's Safety Committee shall in no way affect the Employee's right to grieve under the terms of this contract.

**VI. GRIEVANCE AND ARBITRATION PROCEDURE:**

Any grievance or dispute, which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

A. Step 1: The Employee shall discuss the grievance or dispute with his immediate supervisor no later than five (5) days after the occurrence of such grievance or dispute. Employees shall be entitled to have representation by a representative of the Lodge at such meeting.

B. Step 2: If the grievance or dispute is not settled as set forth in Step I within the five (5) day period, the Employee will then have five (5) days to appeal the decision of his immediate supervisor, in writing, to the Director. Said written grievance shall at a minimum specify the time and date of the occurrence; the nature of the grievance; the portions of the Collective Bargaining Agreement relied upon and the remedy sought. The grievance shall be submitted on the form attached hereto as Annex A. The Director shall schedule a hearing within 21 days of receipt of the written grievance and shall render a decision within seven (7) days after the date of the hearing.

C. Step 3: If the grievance or dispute is not resolved in Step 2 above, the Employee may within five (5) days from the date of the Director's decision, further appeal the matter to the Mayor or his designated representative, who shall have thirty (30) days from receipt of the grievance to resolve same. In the event that the Mayor or his representative takes no action on the grievance within thirty (30) days, the grievance shall be considered denied and the Employee may pursue Step 4 of the grievance procedure.

D. Step 4: In the event that the grievance is still unsettled, the Employee may, within ten (10) days after the Mayor or his representative has made a decision or within ten (10) days after the thirty (30) day period set forth in Step 3 has expired with a decision, apply to the Public Employees Relations Commission, pursuant to Rules and Regulations established by the Public Employee Relations Commission under provisions of Chapter 303, Laws of 1968.

E. In the event of arbitration proceedings involving grievances under this Agreement, the representative of the Lodge involved, if any, shall be allowed time off, with pay, for the purpose of attending such arbitration proceedings. The fees of the arbitrator shall be shared equally by the Employer and Employee. All other costs of the arbitration, such as witness fees, overtime compensation for Employees, etc., shall be the sole responsibility of the subpoenaing party.

In the event of an Unfair Labor Practice proceeding involving Employees covered under this Agreement, the fees of witnesses and overtime compensation for Employees shall be the sole responsibility of the subpoenaing party.

## VII. DISCIPLINARY PROCEEDINGS:

In the event that disciplinary action is instituted against any Employee, the following shall apply:

A. **Notice of Disciplinary Action.** The Employer shall cause to be served upon the Employee an appropriate notice specifying the nature of the disciplinary charges, the party bringing the charges (hereinafter Complainant) and any initial action taken. A copy of said notice shall be filed with the Township Administrator.

B. **Minor Disciplinary Action.** Minor discipline shall constitute a formal written reprimand or a suspension or fine of five (5) working days or less. Below are the prescribed actions to be taken in the disciplinary matters.

### 1. **Letter of Reprimand**

a. When an Employee receives a Letter of Reprimand from a supervisor, the Employee will then have five (5) days to request a hearing, in writing, to the Public Safety Director/Chief Law Enforcement officer, who will schedule a hearing within twenty-one (21) days of receipt of said request. The Public Safety Director/Chief Law Enforcement officer will render a decision within seven (7) days from the date of the hearing.

b. The Employee may then, within five (5) days from the Director's determination, appeal to the Mayor or his representative, who will have thirty (30) days to resolve the matter.

c. The Employee may apply to appeal the Mayor or his representative's decision within ten (10) days to the Merit System Board or Public Employees Relations Commission, pursuant to Rules and Regulations established by P.E.R.C. under provision of Chapter 303, Laws of 1968.

d. In the event of arbitration proceedings, the cost of witnesses, overtime compensation, etc., shall be the sole responsibility of the subpoenaing party. Costs of an arbitrator shall be borne on a shared basis.

### 2. **Suspension or fine of five (5) workings days or less:**

The initial notice shall specify, in addition to the matters set forth in Paragraph A, the time, date, and place of the hearing, which shall be held before the Director of Public Safety for the Township of Burlington, provided in the event that the Director of Public Safety is the Complainant, he shall not act as the Hearing Officer, but the matter shall be heard by the Township Administrator. Any appeal from the decision of the Township Administrator shall be heard by the Mayor in accordance with Paragraph D. Notice and said hearing shall in all respects comply with the requirements set forth in **N.J.S.A. 40A: 14-147**. Reasonable discovery shall be exchanged. between Employer and Employee. At the hearing before the Director, or in the event of disqualification, the Administrator, the party bringing the charges, shall present evidence to establish the charges set forth by the Notice filed. Employees shall



have the right to cross-examine any witnesses presented and thereafter to present witnesses or other evidence on his own behalf. The Employee shall, in addition, have the right to be represented at all stages of the disciplinary proceedings by legal counsel. An Employee who has been charged and for whom a hearing has been scheduled shall, no less than seventy-two (72) hours prior to the hearing date, notify the hearing officer in writing what his plea is to the disciplinary charges and if he desires a hearing. At the option of the Employee, the initial hearing before the hearing officer may be waived, and the Employee's right of appeal shall nevertheless be preserved. In the event of such waiver, the hearing officer shall make a determination based on the notice and reports submitted to him and shall decide the matter without any oral testimony or argument.

C. **Determination of Hearing Officer:** Within thirty (30) days from the date of the hearing or from the date such hearing is waived, the hearing officer shall render his Findings of Fact and Conclusions of Law, which shall indicate and determine if any disciplinary action shall be imposed and the nature thereof. A copy of said Findings and Fact and Conclusions of Law shall be served on the Employee and filed with the Mayor and the Office of the Township Administrator.

D. **Appeal From Decision of Hearing Officer to Township Administrator:**

1. The Complainant and the Employee shall have the right within ten (10) days from the service of the determination of the Hearing officer to appeal same to the Township Administrator. In the event that said determination is not appealed within ten (10) days, said determination shall be deemed final and not subject to further appeal pursuant to this Agreement.

2. An appeal from the Hearing Officer shall be taken by filing with the Township Administrator and the Public Safety Director/Chief Law Enforcement Officer a written statement setting forth the decision being appealed and indicating that Employee is appealing from said decision. Within thirty (30) days from the date that said appeal is filed, a hearing shall be held before the Township Administrator. The Township Administrator shall cause a Notice of the Hearing to be served upon the Public Safety Director/Chief Law Enforcement Officer, the Complainant, the Employee, and the Mayor. Said Notice shall specify the time, date and place of the hearing and shall be served no later than seven (7) days before the date set for the hearing. At the hearing before the Township Administrator, the Complainant shall present the basis for the charges set forth in the Notice filed. Both the Complainant and the Employee shall have the right to be represented by legal counsel. The Township Administrator may be represented by the Office of the Administrative Counsel. The Employee shall have the right to cross examine witnesses and may present witnesses or other evidence on his behalf and may testify in his own behalf. Employee shall have the right to be represented through all steps of the disciplinary process by legal counsel of his choosing.

3. Within thirty (30) days from the date of the hearing before the Township Administrator, he shall render his Findings of Facts and Conclusions of Law. A copy of said Findings of Fact and Conclusions of Law shall be filed with the Mayor, the Employee and Public Safety Director/Chief Law Enforcement Officer.

4. The Mayor, within seven (7) days from receipt of the Findings of Fact and Conclusions of law, shall affirm, modify, or reverse the determinations made by the Township Administrator, which action by the Mayor shall be deemed final for purposes of review, subject to appeal, in accordance with the provisions of law. In the event that no action is taken by the Mayor within seven (7) days after receipt of Findings of Fact and Conclusions of Law, the determination of the Township Administrator shall be considered as the final decision in the matter under this Agreement.

5. At all proceedings where disciplinary action is pending, the Lodge shall have the right to represent the interest of the Employee and to actively participate in his defense. In accordance with N.J.S.A. 40A:14-155, should a disciplinary action which was instituted on complaint of the Township be dismissed or finally determined in favor of the Employee, he shall be reimbursed for the reasonable expense of his defense. If the matter dismissed is in favor of Burlington Township the Township is reimbursed for costs.

E. **Major Discipline Action**

1. Suspension or fine greater than five (5) days

a. The initial notice shall specify in addition to the matters set forth in Paragraph A the time, date, and place of the hearing, which shall be held before a hearing officer for the Township of Burlington. Notice and said hearing shall in all respects comply with the requirements set forth in N.J.S.A. 40A: 14-147. Reasonable discovery shall be exchanged between Employer and Employee. At the hearing before the hearing officer, the party bringing the charges shall present evidence to establish the charges set forth by the Notice filed. Employees shall have the right to cross-examine any witnesses presented and thereafter to present witnesses or other evidence on his own behalf. The Employee shall in addition, have the right to be represented at all stages of the disciplinary proceedings by legal counsel. An Employee who has been charged and for whom a hearing has been scheduled shall, no less than seventy-two (72) hours prior to the hearing date, notify the hearing officer in writing what his plea is to the disciplinary charges and if he desires a hearing. In the event of such waiver, the hearing officer shall make a determination based on the notice and reports submitted to him and shall decide the matter without any oral testimony or argument.

Hearing Officer: Employer shall comprise a list of five (5) former or current municipal court judges or retired superior court judges that would be interested and available in serving as a hearing officer. Said list shall be submitted to the Employee within seventy-two (72) hours of receipt. Within seventy-two (72) hours of submitting the list to the Employee, both the Township and Employee shall select and rank in order of preference, three (3) hearing officers from the list. If only one hearing officer is the same on both lists, said hearing officer shall be selected as the hearing officer. If more than one hearing officer is on both lists, the Employer is to determine which of the duplicates shall serve as the hearing officer.

In all cases where discipline is appealed to an agency outside of Burlington Township, said discipline shall be imposed. Should employee prevail in said appeal, discipline shall be made whole as to before discipline was imposed.

F. **Maintenance of Records**

1. Records of any non-criminal charges against an officer where the officer was found guilty shall be maintained in the officer's personnel file. All records and investigative files having a finding of "Non Sustained" and/or "Unfounded" shall be maintained and kept within the Internal Affairs files for the career of the officer, plus five (5) years.

2. Should the Attorney General Guidelines on Internal Affairs, which incorporate the Department of State Division of Archives and Records management Records Retention and Disposition Schedule, be changed at any time during the term of this contract to provide for a shorter schedule of records retention than is set forth above, then the Department shall comply with the shorter schedule.

G. **The parties agree that the Agreement for Internal Affairs SOP shall be an addendum to this Agreement.**

Refer to ADDENDUM # 2006-002 on Page 44

The Employer and the Lodge agree to make Standard Operating Procedure "Internal Affairs", Volume I, Chapter I, Number VI, an Addendum to this Agreement. With respect to internal investigations, the Township shall present to the FOP copies of all charges for disciplinary action and/or discharge against all employees covered by this Agreement and the results thereof.

The FOP shall be informed of dates, times and any charges thereof for disciplinary hearings and also have the right to have a union FOP representative and/or attorney at such hearing at the employee's request at no loss in pay. The employee/member has the right to have a FOP representative present during any meeting or interview, that he/she believes may result in disciplinary action, this is in accordance with NLRB vs. Weingarten, Inc.; also East Brunswick B.O.E. PERC No.80-31, 5 NJPER 10206, (1979); 420 U.S 251 (1975) and the Law Enforcement Officers Bill of Rights, P.L. Chap 115, Assembly No. 1836 (Approved 9/11/96).

H. **Rights and Privileges of the Lodge**

The Executive Board of the Lodge comprising of five (5) officials shall be granted time off from duty provided it does not unduly interfere with the operation of the department and will not result in overtime payment for replacement officer and shall suffer no loss of regular pay for the meetings of the Executive Board and meetings of the Lodge when such take place at a time when such officers are scheduled to be on duty. "Meetings" is defined to mean the regular monthly meeting and any emergency meeting, not to exceed three (3) emergency meetings per year. The Lodge may have use of a meeting room in the Township building when appropriately scheduled through the proper authority.

The members of the Lodge Negotiating Committee, not to exceed three (3) in number, shall be granted time off from duty and shall suffer no loss of regular pay for all

meetings between the Township and the Lodge for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

A representative of the Superior Police Officer Association shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Township and the Lodge for the purpose of processing grievances, when such meetings take place at a time during which such Lodge representative is scheduled to be on duty. The Township agrees to grant time off with pay, provided it does not unduly interfere with the operation of the department, and provided the shift is above minimum at the time of request, not to exceed twelve (12) days per year for entire Lodge, to any member who is a duly authorized representative to attend any State or National meeting or seminar of the F.O.P. This time will be in addition to time off authorized by State law to attend conventions. The request for use of said time will be made to the Public Safety Director/Chief Law Enforcement Officer and said request shall not be arbitrarily or unreasonably denied.

The Township agrees to grant a paid leave of absence to no more than four (4) duly authorized and formally designated representatives of the Fraternal Order of Police to attend the officially designated State and National Convention providing that appropriate staff levels are maintained and no foreseeable overtime is incurred. The representatives so attending said convention shall upon request, submit a certificate of attendance to any convention. The paid leave of absence shall be for a period inclusive of the duration of the convention. Travel time is included but strictly limited to the day before the opening of the convention and the day following the closing of same. The request shall include the meeting location, commencement and ending time of said meeting/function. Based upon said information, it shall be the determination of the Public Safety Director/Chief Law Enforcement as to whether the employee is required to return to duty status that day or not.

**VIII. FRINGE BENEFITS**

A. Group Insurance Plan for Employees

1. Hospitalization

The Township shall participate in a Health Benefits program to provide for Hospital, Surgical, Prevailing Fee and Major Medical Benefits Coverage. The Township will provide for a self-insurance program.

The plan shall be available for full-time permanent or provisional Employees on the first of the month after thirty (30) days of hire (i.e., Employees hired on 8/14 will be put on benefits as of 10/1).

There shall be no changes in the group hospital medical plan or any type of insurance presently maintained and paid by the Employer and the Employees, except in the case of a new plan that is equivalent or better.

B. Dental

The Township shall at its expense provide a dental care program for the Employee and his family depending upon date of hire. The Lodge may request a renegotiation of the existing dental care program provided by the Township Administrator at least ninety (90) days prior to the end of the term of the existing program.

C. Prescription Plan

The Township shall provide a prescription plan for the employee and their family depending upon date of hire. The Employee shall pay \$2.00 per month towards the cost of this program by payroll deduction. The Township shall pay the balance of the premium charged for the program. subject to the following co-payment schedule:

Commencing in 2007 for length of contract:

\$5.00 Generic

\$10.00 Brand

Mail Order

3 month supply @ 2x specific co-pay

Brand Name \$10 – Generic \$5

Coverage under leave of absence shall be handled pursuant to Section IV, Paragraph

I.

D. Eyeglass Plan

The Township will provide three hundred (\$300) dollars every two (2) years to any active and retired employee covered under any Township offered health insurance plan for the employee, spouse and covered dependents to the maximum of \$1,200.00 every two (2) years. Employees will be reimbursed through the Township's purchasing system.

Employee's normal allotment may be applied to cost of Laser Eye surgery for the employee only.

E. Disability Plan

The Township shall provide a State of New Jersey Disability Plan for Employees. Employees will be charged by means of a payroll deduction in an appropriate manner, at whatever rate the State of New Jersey determines to be the cost to the Employee for the life of this contract. Subject to modification by the Lodge during term of contract in the event of modification of the statute relative to mandatory enrollment.

F. Insurance Buy-Back

The Township agrees to make a payment to any Employee who elects to waive their rights to certain insurance coverage provided by the Township. The payment will be on a calendar year basis and will be paid to those Employees who have filed a waiver of coverage with Personnel for the coming year. The waiver must be filed at least one (1) month in advance of effective date of waiver.

For those employees hired after 01/01/06, in the event that employees are married or become married while both parties are employed by the Township, the Township will only provide health benefits to one (1) of said employees. Said employees as covered under spouse's health plan shall not be eligible for insurance waiver.

1. The amount of payment per year for a waiver of the medical-surgical-major medical coverage as follows:

Single	\$ 750.00
Parent/Child	\$ 950.00
Husband/Wife	\$1,100.00
Family	\$2,000.00

2. The amount of payment per year for a waiver of the dental coverage is \$70.00; and

3. The amount of payment per year for a waiver of the prescription plan coverage as follows:

Single	\$200.00
Parent/Child	\$300.00
Family	\$500.00

If an employee elects to rejoin the Township group coverage, the Employee shall make application to do so, and the Employee shall pay to the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the Employee. Application for re-enrollment can only occur during the normal open enrollment period.

For new employees hired after December 31, 1997, the Township shall pay for dependent coverage at the first open enrollment following the employee's first six (6) month's of employment with the Township. The employee will have the option of including their dependents during this period provide they pay the Township their employee cost.

Certified police officers with at least one (1) year experience would have dependents covered at date of hire

G. Health Benefits After Retirement

The Township will provide the established limit for Health Benefits, Prescription Plan, and Dental Plan from date of retirement until the employee becomes eligible for Medicare. In order to be eligible to receive the Township coverage under the Township's Primary Health Plan (non-premium based) the following conditions shall apply:

1. Twenty-five (25) total years of service with Burlington Township:

a. Health coverage will be provided to the employee, his/her spouse and eligible dependents. Benefits will be provided at the same level entering retirement (i.e. if the Employee has eligible dependents at the time of the employee's retirement, they will be covered until their eligibility ends by any of the following reasons: Employee reaches Medicare age; retiree dies). Coverage will cease for eligible children dependents upon reaching the age of 23. Coverage will cease for spouse upon his/her attaining Medicare age. No new dependents may be added after retirement.

b. Members not employed by Burlington Township as a Police Officer for 25 years in the Police and Fire Retirement System prior to service as a police officer or related title other than Burlington Township would receive a 2% deduction for each year of service not with Burlington Township with the employee being responsible for this cost balance.

\*\*Employee having at least 22 years service with Burlington Township will not be responsible for 2% deduction.

2. Retiree payments must be made to the Township on a quarterly basis. The Township shall notify the retiree in the event of a rate change that will affect quarterly payments. Should payments not be received by the Township on the last day of the month due or within thirty (30) days, the Township provided coverage will be discontinued. It is fully understood and agreed between the parties that it shall be the retiree's sole responsibility to maintain the prompt payment of any and all co-payment amounts. The Township will endeavor to contact the retiree should payment become delinquent in a reasonable manner.

3. Should a retiree opt not to avail to this benefit and decline participation at any time, there shall be no re-admission or availability of this benefit at any subsequent date.

4. It is the intent of Burlington Township to provide for the continuation of existing coverage at a level equal to that at the time of retirement to the eligible retiree, spouse, and eligible dependents until the employee is eligible for Medicare. In the event that the chosen coverage provider amends its coverage requirements or imposes conditions on the retiree over which the Township has no actual or contractual control, the Township will not be obligated to provide additional or different insurance coverage to substitute for the coverage at the time of retirement. The Township shall continue such coverage for retirees as is set forth in this Agreement hereafter to the extent such coverage remains permissible under New Jersey law.

Should the retiree opt to select the Township's self-insurance plan, regardless of whichever carrier administers same, the retiree shall only be responsible for payment of the aforesaid percentages to a maximum of the amount of the annual premium. Payment of the appropriate percentage to Burlington Township shall be quarterly on the basis of usage as reported to the Township by the self-insured Health Benefits provider. Payment to the Township shall cease when the actual usage is equal to the established annual premium.

5. An Employee awarded an accident (job-related) disability will be covered under this provision in accordance with his age regardless of length of service.

6. The Township will participate 50% up to \$400.00 for supplemental insurance from age of Medicare eligibility for the employee only until the death of the employee who is eligible to receive the aforementioned health benefits after retirement.

#### Hospitalization Upon Death of Retiree

1. Spouse to remain from date of Death of employee plus one (1) year at Township cost.
2. Children one half (1/2) of cost borne by Township until age 18
3. All coverages are off when spouse remarries

#### Health Benefits After Retirement (new hires after 12/31/01)

1. 25 years of continuous service with Burlington Township.
2. Benefit to apply to Health coverage only for family. Dental and Prescription may be carried at the Township's group rate at the employee's sole cost.
3. Vision care provision ceases upon retirement.



H. Life Insurance (Permanent Employees Eligible)

The Township of Burlington has Group Life Insurance Plan for members of the Police and Fireman's Retirement System of New Jersey. In the event that an Employee shall be granted a leave of absence due to illness or other incapacity other than that which is incurred within the line of duty, coverage under said leave of absence shall be handled pursuant to Section VIII, Paragraph A, Number 1.

1. There shall be no change in the group hospital medical plan or any type of insurance presently maintained and. paid by the Employer on behalf of the Employee, except in the case of a new plan that is equivalent or better.

**IX. EMPLOYEE RIGHTS**

A. The Township will provide the FOP with copies of all personnel orders as soon as the personnel orders are issued. As used in this Section, "personnel order" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

B. Any employee who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against his/her will be afforded the following safeguards:

1. The employee will be informed prior to the interview if the Township believes the employee is a suspect in the investigation.

2. The employee will be informed of the nature of the investigation and allegations and afforded the opportunity to consult with a FOP representative prior to an interview. The employee shall be allowed the right to have a FOP representative or to have said representative present at the interview shall not delay the interview more than two (2) hours except for minor complaints (incidents for which discipline no greater than oral reprimand may result) which may be handled immediately when said representative is not readily available. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to two (2) hours to obtain a representative to assist him/her in the interview.

3. With the exception of telephone interviews, interviews shall take place at the Township facility, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

4. The Township shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.

5. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he/she is entitled under the laws of this State or the United States.

6. Interviews shall be conducted under circumstances devoid of intimidation, abuse or coercion.

7. The employee shall be entitled to such reasonable intermissions, as he/she shall request for personal necessities.

8. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Township from questioning the employee about information, which is developed during the course of the interview.

C. If the Township tape-records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the employee. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the Township, the employee shall be given a complimentary copy thereof.

D. Interviews and investigations shall be concluded with no unreasonable delay.

E. The employee shall be advised of the results of the investigation and any future action to be taken on the incident.

F. When the investigation results in Departmental charges being filed against the employee, the employee, upon request, will be furnished with a copy of the reports of the investigation which will contain all known material facts of the matter, to include any tape recordings, at no cost. The employee will also be furnished with the names of all witnesses and complainants who will appear against him/her and/or whose statements will be used against him/her.

G. Every effort to ensure that investigations made by Command Officials, as designated by the Township, are conducted in a manner which is conducive to good order and discipline, the FOP shall be entitled to the protection of what shall hereinafter be termed as the "Uniformed Employee Bill of Rights."

H. Every employee who becomes the subject of an internal investigation shall be advised at the time of the interview that he/she is suspected of: a) committing a criminal offense; b) misconduct that would be grounds for termination, suspension, or other disciplinary action; c) that he/she may not be qualified for continued employment with the Township.

I. Any employee who becomes the subject of a criminal investigation may have legal counsel present during all interviews. This representation by counsel is confined to counseling and not actual participation in the investigation. A criminal investigation as used herein shall be interpreted as any action, which could result in the filing of a criminal charge. A major investigation as used elsewhere in this Article shall be interpreted as any action, which could result in dismissal from the department or the filing of a criminal charge.

J. The employee under investigation must, at the time of an interview, be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.

K. The employee shall be informed in writing as to whether he/she is a witness or suspect before any interview commences. If the employee is a suspect, he/she shall be apprised in writing of the allegations of such complaint before any interview commences.

L. The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, unless the emergency of the interview dictates otherwise.

M. The employee or Township may request that a major investigation interview be recorded, either mechanically or by a stenographer at the cost of the calling party. There can be no "off the record" questions. Upon request, the employee under major investigation shall be provided an exact copy of any written statement he/she has signed, or of a verbatim transcript of any interview.

N. Interviews shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. In all major investigation interviews, the employee shall be afforded an opportunity and facility to contact and consult privately with an attorney of his/her own choosing, before being interviewed. The employee shall be entitled to such intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.

O. All interviews shall be limited in scope to activities, circumstances, or events which pertain to the employee's conduct or acts which may form the basis for disciplinary action under one (1) or more of the categories contained herein.

P. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement to answer questions.

Q. No employee shall be required to unwillingly submit to a polygraph test or to unwilling answer questions for which the employee might otherwise properly invoke the protections of any constitutional amendment against self-incrimination.

R. Should any section, sub-section, paragraph, sentence, clause or phrase in this article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this article.

S. The Township will reimburse the bargaining unit for all fees and costs associated with the successful appeal of disciplinary actions. Payment to be made within thirty (30) days of the submission of the costs to the Township.

**X. MISCELLANEOUS:**

**A. College Credits**

The parties agree that the rights contained under Township Ordinance 3:1-6.11, as amended in 1995, entitled "College Credits", shall be amended to provide for the following conditions:

1. All college credits shall be paid by December 1st of each year.
2. If as of January 1, 1998, a Member has not successfully completed requirements for at least an Associates Degree, all payments for college credits shall cease until the degree is achieved.
3. If a Member has not successfully completed requirements for a Bachelor's Degree, the Township shall only pay for Associates' Degree credits plus a maximum of twenty (20) credits.
4. If a Member has not successfully completed requirements for a Master's Degree, the Township shall only pay for Bachelor's Degree credits plus a maximum of twenty (20) credits.
5. Should a Master's Degree be achieved by a Member, the Township shall pay for all credits the member has accumulated in reaching this degree.

Those employees hired after January 1, 1994 shall not be paid for any college credits until such time as a minimum of Associates Degree is achieved.

Those Employees in a Recruit Status will not receive any compensation for college credits. Upon graduation from a PTC Basic Police Academy, college credit compensation will commence from that date.

**B. Special Police Officers--Class I and Class II**

Special Officers shall not be used to replace patrolmen unless no regular officers are available or unless an emergency as determined by Management arises. In no event shall such usage be contrary to the Attorney General's opinion concerning use of Special Officers.

**C. Officer-In-Charge**

Where a senior patrolman is required to assume the duties of shift supervisor, as assigned by the Public Safety Director/Chief Law Enforcement Officer said patrolman is to be paid in addition to his normal pay, a rate of \$2.00 per hour for the time during which he is acting in a supervisory capacity. The most senior officer working on any given shift will be appointed as Officer-in-charge (O.I.C.) in the absence of a Sergeant or Lieutenant, as long as said officer had a minimum of four (4) years in service.

D. Personal Vehicles

Employees will be paid thirty-one cents (\$.31) per mile for use of personal cars for Township business when authorized by the Public Safety Director/Chief Law Enforcement Officer. This proposal will not apply if a police vehicle is made available to the Employee or if the Employee rejects the use of the police vehicle so made available. Mileage allowance will not apply to travel to and from the basic police training academies.

E. Detective's Vehicles

Those Employees holding the classification of Detective shall have a Township vehicle made available to him at all times. This use is in consideration of the specific "stand by" status required of these individuals. Police situations may occur over which Management has no control that may preclude the use of said vehicle. In that case, the mileage rate for use of personal vehicle will prevail.

F. Maintenance/Clothing Allowance

The Township agrees to provide all employees covered under this Agreement with the sum of \$600.00 per year annual clothing maintenance allowance, payable annually on December 1st on Township voucher.

The Township agrees to provide all Detectives with an annual clothing allowance and payments shall be made by December 1st of each year on Township voucher.

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Detective	\$500	\$500	\$600	\$600	\$700	\$700

G. Incentive Work Attendance

The Township, as an incentive for perfect attendance at work, a full-time permanent employee covered by this contract, who, during any twelve-month time period, regardless of calendar year, does not utilize any portion of his sick time, \*injury time, or Workmen's compensation benefits, shall provide a United States Savings Bond in the amount of a \$1,000 bond after an employees' one (1) year of perfect attendance and payment shall be made within forty-five (45) business days unless mutually extended by the parties.

In addition, each Employee utilizing three (3) or less sick leave entitlement days in one (1) calendar year may choose to accumulate the entire fifteen (15) days, which is covered under this Agreement or accumulate ten (10) days and transfer five (5) sick leave entitlement days to be used in conjunction with guidelines set for under the Agreement governing leave entitlement.

\*However, certain injuries, deemed not negligent, may occur in carrying out police duties that will not affect employees eligibility for this work attendance incentive.

Determination of a bona-fide work related injury as it applies in this incentive program will rest with the Advisory Committee who determination will be final.

Those Employees in a Recruit Status shall be considered as eligible for this incentive beginning with the date of their graduation from a PTC Basic Police academy. Time spent in a Recruit status will not be counted as eligible.

H. Death of Employee

An Employee who dies while employed will have his/her surviving spouse or estate receive pay for sick leave at sixty-five (65%) percent of the employee's total accumulated leave time. Should an officer die in the line of duty, then the surviving spouse or estate shall receive pay for sick leave at one hundred (100%) percent of the employee's total accumulated time. All other time earned in the year of the employee's death will be pro-rated and paid in full.

I. Meal Allowance

The Township of Burlington shall provide a ten (\$10.00) dollar meal allowance for those Police Officers assigned to range duty as Range Instructors. Payment shall be made upon submission of appropriate receipts.

J. Equipment

Those officers assigned as Detectives and to the Street Crimes Unit will be issued a cellular phone for the duration of their assignment to said unit.

**XI. MULTI-YEAR CONTRACTS**

It is understood and agreed between the parties to this agreement, that this contract shall be multi-year in nature and is designed to cover the labor and management understanding for all Employees covered by the contract for four (4) years, provided that in the event that Township legislation is required, the effectiveness of the provisions shall be postponed until said Township legislation is adopted, but shall be retroactive in any event until January 1st of the year involved.

**XII. TERMINATION:**

A. This Agreement shall be effective as of the first day of January, 2006, and shall remain in full force and effect until the 31st day of December, 2010. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, at least ninety (90) days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin “no later” than sixty (60) days prior to the expiration date; and this Agreement shall remain in full force and effect during the period of negotiations and until notice termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

B. In the event that either party desire to terminate this Agreement, written notice must be given to the other party no less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the proceeding paragraph.

**XIII. SEPARABILITY AND SAVINGS CLAUSE:**

This Agreement is the entire understanding between the parties and in the event that any paragraph hereof shall be declared unconstitutional, or contrary to prevailing law, it is the intent of the parties to allow the balance of the contract to survive as is, and to adhere to the terms and conditions of the contract as if the offending paragraph were not a part of this contract and the balance of the agreement shall remain in full force and effect.

**XIV. FULLY BARGAINED FOR PROVISIONS:**

This Agreement represents the totality of the understanding and agreements reached between the parties and it is the intent of the parties that during the term of this Agreement, that neither side shall be required to negotiate or renegotiate over any of the subjects herein contained and that the contractual understanding between the parties shall, during the term of this Agreement, be governed by the provisions hereof, except as set forth in the next subsequent paragraph.



## ADDENDUM # 2006 – 001 SENIORITY ASSIGNMENT PROCEDURE

### I. Purpose

The purpose of this Standard Operating Procedure is to provide direction and guidelines on how the Burlington Township Police Department will assign police officers to available vacant positions that are not covered by the New Jersey Department of Personnel statutes.

### II. Policy

It will be the policy of Burlington Township Police Department to recognize seniority when assigning an officer to a vacant position.

### III. Procedure

A. Whenever a decision has been finalized by the Director of Public Safety/Chief Law Enforcement Officer to assign an officer to fill a vacant position, the following procedures will be followed:

1. A notice will be posted by the Director of Public Safety/Chief Law Enforcement Officer or his designee detailing the minimum requirements that are required for the vacant position.

2. Officers who want to be considered for the assignment will submit a letter of interest and a resume to the Director of Public Safety/Chief Law Enforcement Officer's office within 30 days of the posting of the vacant position.

B. Candidate selection decisions to fill a posted vacancy will be based on the following criteria:

1. Does the officer meet the position's requirements.
2. Seniority with the Burlington Township Police Dept.
3. Results of the oral interview.
4. Results of the candidate's resume.

C. Seniority with the Burlington Township Police Department will be rewarded as follows:

The candidate with the most amount of seniority in position affected (patrol, sergeant, detective, lieutenant) will be credited with a total of 50 points. The other candidates will have a deduction of one (1) point per year of service less than the most senior candidate in that job position.

D. The Oral interview board will be comprised of the Director of Public Safety/Chief Law Enforcement Officer, two (2) Lieutenants, a Sergeant from the unit where the vacancy exists (if appropriate), and a member of the FOP Lodge # 84 Executive Board who is not a candidate for the assignment.

1. Each member of the Oral Interview Board may award from zero to forty (40) points to the candidate, based on the results of the oral interview.
2. Each member of the Oral Interview Board will award up to ten (10) points based on the value of the candidate's resume. The resume value should be based on the totality of the officer's qualifications and training that would show an insight into the officer's dedication to the profession of law enforcement and to the department.
3. The highest awarded and lowest awarded scores in the oral interview and resume area will be eliminated.
4. The average of the remaining scores in the areas of the oral interview and resume will be added to the candidate's seniority score to determine a total calculated score.
5. In the event of a tie between two or more candidates, the tie shall be broken based on seniority with the Burlington Township Police Department.

E. The Assignment Eligibility List will be maintained for a period of twelve (12) months from the date of the original posting of the list. Future openings for the same position during that twelve (12) month period will be filled from the Eligibility List.

F. A candidate's score will be made available upon request to the PSD/CLEO in writing. If the candidate so desires, he may arrange for a conference with PSD/CLEO to review the examination to determine the individual candidate's strengths and weaknesses.

G. All future assignments will be 24 to 36 months in duration. At the end of the assignment, an officer can return to their previous assignment or choose to apply for another 24 or 36 month assignment for the position they are holding.

H. Below you will discover an example of how an assignment process will work:

Seniority Point Awards:

Date of employment (in affected position).

6-01-91	Officer Smith	50
6-01-93	Officer Jones	48
6-01-96	Officer Brown	45
6-01-99	Officer McCoy	42

Oral Interview:

Smith	35	33	30	33	34	=33.33
Jones	30	32	33	35	32	=32.33
Brown	35	35	33	34	32	=34.00
McCoy	33	29	30	31	32	=31.00


Resume:

Smith	10	9	10	8	9	=9.33
Jones	10	8	8	8	7	=8.00
Brown	9	9	9	9	9	=9.00
McCoy	7	6	7	9	8	=7.33

Combined Final Scores:

Smith	$50+33.33+9.33 =$	92.66
Jones	$48+32.33+8.00 =$	88.33
Brown	$45+34.00+9.00 =$	88.00
McCoy	$42+31.00+7.33 =$	80.33

Based on the final calculations, Officer Smith is awarded the position.

	<b>S.O.P</b>		Eff. Date: 1-1-2004
	<i>Title: Internal Affairs</i>  <b>ADDENDUM # 2006-002</b>		<u>Number: 5.09</u>
Issuing Authority: Walter J. Corter, PSD/CLEO			Eval. Date: 7-31-2006
Accreditation 26 Disciplinary Procedures, 52 Internal Affairs, 82 Reports			
Accreditation Standards: 26.1.5, 52.1.1, 52.1.2, 52.1.3, 52.1.4, 52.1.5, 52.1.6, 52.1.7, 52.1.8, 52.1.9, 52.1.10, 52.1.11, 82.2.5			
Revision Date 7/12/05	Page Numbers 1-2,4-5,9,11	Sections: III.A, B, E, F, J, Attachments	Approved

SUBJECT: Internal Affairs  
5.09 (11 pgs)

I. Purpose

The purpose of this General Order is to improve the quality of police services by establishing and maintaining an internal affairs function that is fair, effective, and impartially applied. The effectiveness of any law enforcement agency is dependent upon public approval and acceptance of police authority. To this end, law enforcement must be responsive to the community by providing formal procedures for the processing of complaints regarding individual officer performance.

II. Policy

It will be the policy of the department to maintain an internal affairs function that unconditionally guarantees the legal and constitutional rights of citizens and officers. The department will investigate all complaints made against officers regardless of the source of the complaint. Standards of conduct and performance will be enforced in a uniform and consistent manner. Disciplinary measures taken will be consistent with the seriousness of the violation and the department's progressive discipline policy.

### III. Procedure

A. The Director of Public Safety/Chief Law Enforcement Officer (PSD/CLEO) bears ultimate responsibility for the internal affairs function. The authority for administering the *Office of Professional Standards* and conducting internal affairs investigations may be delegated to a sworn member of the department. The PSD/CLEO has delegated this authority to the Investigations Division Commander.

1. The PSD/CLEO may, at his discretion or at the request of the Investigations Commander, assign other members of the department to the unit on a temporary basis, or direct a member not formally assigned to the unit to conduct an internal affairs investigation.
2. The Investigations Commander, or members conducting internal affairs investigations at his personal direction, will report directly to the PSD/CLEO. There may be instances when, at the direction of the PSD/CLEO, the Investigations Commander will not be included in the internal affairs chain-of-command.

#### B. *Office of Professional Standards*

1. *The Office of Professional Standards* is responsible for investigating and reviewing all allegations of misconduct made against members of the department. Allegations of misconduct include, but may not be limited to;
  - a. Commission of a crime or offense
  - b. Violation of SOP, rule, or regulation
  - c. Conduct which reflects negatively on the officer or the department.
2. *The Office of Professional Standards* may conduct an internal affairs investigation on its own initiative upon notice to, or at the direction of the PSD/CLEO.
3. The unit will investigate the illegal, improper, or inappropriate discharge of firearms by department members, and any incident in which an officer discharges a firearm in the performance of his duties.
  - a. When appropriate, the Burlington County Prosecutor's Office should be advised. Participation in the investigation will be at the prosecutor's discretion unless the use of the firearm resulted in injury or death.
4. The unit will be responsible for conducting other investigations that may or may not fall within the normal scope of the unit's function when so directed by the PSD/CLEO.
5. *The Office of Professional Standards* may refer minor complaints to a member's immediate supervisor for investigation and action. The unit will be responsible for reviewing the investigation and action taken upon completion.

#### C. Disposition of Investigations

1. Every internal affairs investigation will be resolved based on the information, evidence, testimony, and other sources available for examination by the investigator. Upon completion every investigation must be able to be classified, based on a “conclusion of the facts”, into one of the following categories:
  - a. Substantiated –
    - There was sufficient evidence to prove the allegation, or there was other misconduct or action that must be acted upon.
  - b. Not Sustained –
    - There was not sufficient evidence to prove or disprove the allegation or any other misconduct.
  - c. Exonerated –
    - The alleged incident did occur, but the officer’s actions were justified, legal, proper, and in compliance with department policy and procedure.
    - The alleged incident did occur and the officer’s actions were in compliance with department policy and procedure, however the investigation revealed a flaw or failure in the policy.

The Accreditation Unit will review, and revise as necessary, any policy or procedure so identified.
  - d. Unfounded –
    - There was no evidence to indicate that the incident or acts alleged occurred.

#### D. Accepting Complaints

1. All supervisors are required to accept reports of officer misconduct from any person who wishes to file such a complaint at any time, regardless of the hour or day of the week. It will be a direct violation of this SOP for any employee to advise a complainant that the report cannot be taken and that they must return at another time unless, there is a documented circumstance that prevents the complaint from being taken without unreasonable delay. In these instances the duty supervisor must contact a division commander.
  - a. The division commander may authorize, based on the circumstances, that the complainant be provided with a specific date and time to return for the filing of the complaint.
  - b. The duty supervisor will, even in these cases, be required to speak personally with the complainant either in person or by telephone.
2. A supervisor who is aware that an individual may have a complaint should encourage that individual to file the report as soon after the incident as possible. If the report cannot, for a valid reason, be filed at police headquarters, the supervisor will respond, or make arrangements for another supervisor to respond to the complainant’s home, place of employment, or other agreed upon location. Taking complaints by telephone is discouraged, but supervisors may do so for complaints of a serious nature or if no other types of arrangements can be made to meet personally with the complainant.
3. A supervisor should take all complaints of officer misconduct, but may assign a non-ranking officer

to take the complaint if the complaint is for a minor infraction or if the supervisor cannot respond to take the complaint in a timely manner. Supervisors are discouraged from doing so however and may be required to justify such an assignment, in writing, to the Operations Commander.

4. When accepting a complaint the supervisor will explain the department's internal affairs procedures to the complainant. *In addition to the explanation the supervisor will provide the complainant with a copy of the brochure titled "Office Of Professional Standards". This brochure will also explain the procedure and what the complainant should expect during the complaint process.* A written confirmation of receipt of the report will also be forwarded to the complainant. The complainant will be informed of the status of the investigation and its final disposition.
  - a. Status reports will be provided at least every thirty days until disposition.

#### E. Processing Complaints

1. A Record of Complaint report will be completed for every complaint received. The report must be completed in as much detail as possible. The report is to be completed by the supervisor accepting the complaint. In addition to the report the complainant must complete a voluntary statement form detailing the actions taken by the officers involved.
  - a. The complainant must sign the statement form and should be provided with a copy.
2. The supervisor will also gather all evidence supporting the allegations and record the names, addresses, and telephone numbers of witnesses or other persons with knowledge.
3. Upon completion the supervisor will record what action was taken, attach copies of department documentation such as CAD printouts, activity reports, and investigative reports, to the report, and make a recommendation regarding disposition. If the complainant is satisfied with action taken by the supervisor the matter may be resolved. If the complainant is not satisfied or the report requires further investigation, the report and attachments should be forwarded to the appropriate division commander.
  - a. Demeanor complaints, complaints of differential treatment, and minor rule infractions will be forwarded to the Operations Commander for review and action. The Operations Commander will assign the supervisor who accepted the complaint, or the accused officer's immediate supervisor, to conduct any required follow-up investigation unless there are extenuating circumstances that require the involvement of Office of Professional Standards.
    - All reports upon completion will be forwarded to the Office of Professional Standards for review.
  - b. Complaints of a serious nature will be forwarded directly to the Investigations Commander for review and action. These types of complaints may include reports of;
    - Criminal activity
    - Excessive use of force
    - Illegal detention or arrest
    - Illegal entry or search
    - Serious demeanor or differential treatment.

The PSD/CLEO is to be notified immediately of any complaint of criminal activity involving a department employee. All other complaints of a serious nature require that the PSD/CLEO be notified in a timely manner.

F. Investigation and Adjudication of Minor Complaints

1. Supervisors assigned to investigate minor complaints shall;
  - a. Interview the complainant, witnesses, and the accused officer.
    - Arrange for the taking of a tape-recorded statement when necessary.
  - b. Review all relevant department documents and reports.
  - c. Gather and examine any related evidence.
2. Upon completion of their investigation the supervisor will forward the report, attachments, and a recommendation for action to the Operations Commander. The investigation must be closed in accordance with the dispositions described above. If the supervisor is unable to complete the investigation due to a lack of resources or training, or because the investigation has revealed that the complaint is more serious in nature than originally believed, the supervisor will be referred to the Investigations Commander for assistance and guidance.
  - a. The Investigations Commander may at that time assume responsibility for the completion of the investigation.
3. If the investigation reveals that the complaint is substantiated, the Operations Commander will, with the input of the investigating supervisor, determine appropriate action to be taken. If minor disciplinary action is determined appropriate, counseling/oral reprimand, performance notice, letter of reprimand, training, it shall be administered in accordance with SOP 2.07 "Minor Disciplinary Action".
  - a. The report, attachments, and disciplinary action documents will be forwarded to **the Office of Professional Standards** for review.
4. If the Operations Commander, with the input of the investigating supervisor, determines appropriate action to be taken, for a substantiated complaint, involves serious disciplinary action such as suspension or removal from office, the report and attachments will be forwarded to the Investigations Commander for immediate review and additional investigation as necessary.
  - a. The PSD/CLEO must approve all serious disciplinary action.
5. If the investigation reveals that the complaint is not sustained, unfounded, or that the officer should be exonerated, and the Operations Commander concurs, the report and attachments will be forwarded to **the Office of Professional Standards** for review.
6. Upon final disposition, the Investigations Commander will notify the complainant, and the accused officer, in writing of the outcome of the investigation and a generalized explanation of how the outcome was determined.



## G. Investigation and Adjudication of Serious Complaints

1. Upon initiating an investigation of a serious complaint, the Investigations Commander will notify the accused officer, in writing, that they are the subject of an investigation and the nature of the complaint. They will also be provided with the identity of the complainant when appropriate.
2. The investigation should include, but may not necessarily be limited to, the following;
  - a. Review all department reports, other agency reports, and relevant documentation.
  - b. Identify, collect, and process physical evidence. The Investigations Commander must contact the Burlington County Prosecutor's Office for legal authorization, to include making application for search warrants when necessary, before any officer will be required to provide, or submit, to the following if there is any indication that a criminal offense may have been committed. However, the PSD/CLEO may require an officer to submit to the following for administrative purposes during an internal affairs investigation whenever reasonable belief exists:
    - Medical or laboratory examinations  
Officers involved in motor vehicle accidents, shootings, or when suspected of illegal drug use may be required to submit to testing of their breath, blood, or urine for intoxicants if there is reasonable suspicion to believe that intoxicants are present.
    - Inclusion in a photographic or physical line-up
    - Submission of financial records  
In accordance with law, no officer can ever be required, by any authority, to submit to a polygraph examination as part of an internal affairs investigation.
3. Interview of Subject Officer
  - a. Officers will be directed, in writing, as to when and where to report for the purpose of being interviewed. Officers will be provided with a minimum of four hours notice in order to arrange for representation if necessary. Only one person, of the officer's choosing, may be present during the interview.
  - b. Prior to interviewing the officer will be advised as to the nature of the complaint, and, if appropriate, the identity of the complainant. The officer will, in accordance with law, be provided applicable warnings regarding self incrimination regarding criminal offenses and penalties for failing to answer questions regarding the performance of duties. This information will be read to the officer off an advisement form that the officer will be required to sign to acknowledge the advisement.
    - The advising officer will sign and date the form and retain it as part of the investigation file.
  - c. All interviews should be tape-recorded and may be videotaped at the discretion of the Investigations Commander.
  - d. If at any time during the course of the interview, the officer becomes a suspect in a criminal act, the interview will be terminated. The officer will be directed to remain at police headquarters. The Investigations Commander will contact the county prosecutor for direction.
4. If the investigation reveals that the complaint is substantiated, the Investigations Commander will

determine appropriate action to be taken. If minor disciplinary action is determined appropriate, counseling/oral reprimand, performance notice, letter of reprimand, training, it shall be administered in accordance with SOP 2.07 "Minor Disciplinary Action". The PSD/CLEO will be advised of action taken.

5. If the Investigations Commander determines appropriate action to be taken, for a substantiated complaint, involves serious disciplinary action such as suspension or removal from office, the report and attachments will be forwarded to the PSD/CLEO for immediate review.
  - a. The PSD/CLEO must approve all serious disciplinary action.
6. If the investigation reveals that the complaint is not sustained, unfounded, or that the officer should be exonerated the Investigations Commander will notify the PSD/CLEO in writing.
7. Upon final disposition, the Investigations Commander will notify the complainant, and the accused officer, in writing of the outcome of the investigation and a generalized explanation of how the outcome was determined.

#### H. Emergency Suspensions

1. Any supervisor who feels that an employee's condition, actions, or circumstances require that they be immediately relieved of duty, for the safety or in the best interest of the officer and the community, will direct that officer to proceed immediately to police headquarters and standby in the squad-room for further instructions. The officer will be advised that they are out of service and are not to respond to any calls for service or taken any other police action until further notice. The supervisor will also respond to police headquarters as soon as is reasonably practical.
2. Upon arrival the supervisor will immediately contact and advise the Operations Commander of the situation. The Operations Commander will advise the supervisor of what action to take from that point. If it is determined that the officer should be suspended pending review by the PSD/CLEO, the Operations Commander may direct that the officer be relieved of his duty weapon and other equipment or police identification as deemed necessary, appropriate, and proper.
  - a. If possible the Operations Commander, or another division commander, should respond to police headquarters to carry out the suspension. If this is not possible the supervisor will suspend the officer as directed by the Operations Commander. The supervisor should have another officer present when taking the action.
  - b. The Operations Commander will notify the PSD/CLEO of the suspension as soon as is reasonably possible. The PSD/CLEO in turn will be responsible for notifying the mayor or his designee.
3. The officer being suspended will be directed to report to the PSD/CLEO's office at 0900hrs the next business day. The officer will be advised that failure to do so will result in additional disciplinary action.
4. The supervisor will prepare and submit a detailed written report to the Operations Commander

prior to the securing on the date of the action was taken. Any other officer who witnessed any condition or action that lead to the suspension, or served as a witness for the suspension will also be required to submit a written report prior to being relieved.

5. The officer, supervisor, and Operations Commander will report to the PSD/CLEO at 0900hrs the next business day. The Operations Commander will provide the PSD/CLEO with all the reports prior to the meeting. The PSD/CLEO will determine if the suspension should be continued, or what other action should be taken.
  - a. All reports will be forwarded to the Investigations Commander for review and further investigation if necessary.

#### I. Filing of Charges for Serious Disciplinary Action

1. The Investigations Commander shall be responsible for the preparation and service of formal charges for serious disciplinary action upon any employee. Notice of Formal Charges and Hearing are to be placed on the appropriate form. Notice is to be prepared and served in accordance with NJSA 40A:14-147.
  - a. Notice of charges must be served within 45 days of the receipt of the complaint unless the investigation is included as part of a criminal investigation. In such instances the 45 day limitation will begin on the day following the disposition of the criminal investigation. There is no provision for extending the 45 day limit for investigations which may result in serious disciplinary action unless the extension is agreed to by all parties involved.
    - The PSD/CLEO may extend investigations for minor complaints beyond the 45 day limit for just cause. Just cause may include circumstances regarding the availability of the officer or witnesses or to allow the investigation of related incidents that are for criminal or serious disciplinary action. Accused officers are to be advised of the extension prior to the expiration of the original 45 day period.
2. Upon service of notification the officer will be required to enter a plea, in writing, of guilty or not guilty prior to the date set forth in the Notice of Hearing. The date for entering the plea must be at least 72 hours prior to the scheduled hearing date.
3. Officers entering a plea of guilty will be permitted to present matters of mitigation prior to the assessment of a penalty. Conclusions of fact, as determined by the investigation, and a record of the penalty imposed, will be placed in the appropriate department file after the officer has been given an opportunity to review it. The officer will be required to sign indicating that it was reviewed and that a copy was provided.
  - a. The Investigations Commander will be responsible for carrying out the penalty as directed by the PSD/CLEO and completing and submitting the appropriate forms to the appropriate authority.

#### J. Hearings

1. Upon the entering of a not guilty plea and a request for a hearing, the PSD/CLEO schedule a date for the hearing. If the PSD/CLEO cannot serve as the hearing officer for the case, he will arrange for a date for the appropriate authority to do so. The officer and the FOP will be provided with written notification of the date.
2. **The Office of Professional Standards** will assist with preparing the case for prosecution. This may include arranging for the appearance of witnesses, and preparing documentary and physical evidence for presentation.
  - a. All hearings will be closed to the public unless otherwise requested by the officer and approved by the hearing authority.
3. The hearing authority will be empowered to sustain, dismiss, or modify in whole or in part, the charges as filed. The decision will be made in writing and will include a finding of fact. The hearing authority may impose any one of the following penalties as appropriate:
  - a. Counseling
  - b. Letter of Reprimand
  - c. Fine
  - d. Transfer/Reassignment
  - e. Suspension without Pay
    - Loss of leave entitlement if agreed upon
  - f. Demotion
  - g. Removal from Office/Discharge from Employment
4. A copy of the written decision and penalty will be served on the officer and the PSD/CLEO if he was not the hearing authority.
  - a. The Investigations Commander will be responsible for carrying out the penalty as directed by the PSD/CLEO and completing and submitting the appropriate forms to the appropriate authority.

#### K. Confidentiality and Maintenance of Records

1. Internal affairs investigations are confidential and may not be released without the authority of the PSD/CLEO. The Investigations Commander will be responsible for maintaining a log and a centralized file on all complaints received against the department and the results of investigations conducted in response thereto. The Investigations Commander will also keep a separate file on individual officers regarding complaints made against them and the results of the investigations conducted.
  - a. These files will be maintained in a locked file in the Investigations Commander's office. Only the Investigations Commander and the PSD/CLEO will have access to those files.
2. Complaints against officers, for offenses other than criminal acts, that are not sustained, unfounded or in which the officer is exonerated maintained **and kept within the Internal Affairs files for the**

*career of the officer plus five years.*

L. Reports

1. The Investigations Commander will prepare, for submission to the PSD/CLEO, a semi-annual report summarizing the nature and disposition of complaints made against the department and its members in accordance with SOP 1.11.
2. The Investigations Commander will also prepare an annual report to be submitted to the Burlington County Prosecutor's Office. This report will be included in the department's annual report and will be available to the public upon request.
3. The names of complainants or officers are not to be included in any reports available to the public. They may be included in internal reports when specified by the PSD/CLEO.

M. Causes for Removal from Office

1. An officer found guilty of any of the following may be removed from office. Removal may also result for sufficient causes other than those listed.
  - a. Neglect of duty
  - b. Incompetency or inefficiency
  - c. Incapacity due to mental or physical disability
  - d. Insubordination or serious breach of discipline
  - e. Intoxicated while on duty
  - f. Chronic or excessive absenteeism
  - g. Disorderly or immoral conduct
  - h. Willful violation of any of the provisions of statutes relating to the Department of Personnel, their rules or regulations, or other statutes relative to the employment of public employees.
  - i. Conviction of any criminal act or offense
  - j. Negligence of, or willful damage to, public property or waste or misappropriation of public resources.
  - k. Conduct unbecoming
  - l. Use or attempted use of authority or official influence to unlawfully control or modify another's behavior or actions.

- End -

Attachments: [Professional Standards Document](#)  
BTPD Record of Complaint

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**TOWNSHIP OF BURLINGTON**

By:  
MAYOR STEPHEN M. GEORGE

ATTEST:

By:  
ANTHONY J. CARNIVALE, JR.  
Township Clerk

Dated:

**BURLINGTON TOWNSHIP FOP LODGE #84** (SUPERIOR OFFICERS)

By:

By:

Dated: