

AGREEMENT BETWEEN TOWNSHIP OF SCOTCH PLAINS

AND

SCOTCH PLAINS PBA LOCAL 87

JANUARY 1, 2002 THROUGH DECEMBER 31, 2004

APRUZZESE, McDERMOTT, MASTRO &
MURPHY

BY: FREDERICK T. DANSER, III

25 Independence Boulevard

P.O. Box 112

Liberty Corner, New Jersey 07839

908-580-1776 Fax: 908-647-1492

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PREAMBLE

THIS AGREEMENT is made this day of 2002 between the TOWNSHIP OF SCOTCH PLAINS, New Jersey (hereinafter called the "Employer") and the SCOTCH PLAINS PATROLMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 87 (hereinafter called the "Association").

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties hereto adhere to the following terms and conditions.

ARTICLE I
RECOGNITION

The Employer hereby recognizes the Association as the exclusive majority representative for members of the Police Department of the Township of Scotch Plains with the exception of the Chief of Police and civilian employees of the Department. All other members of the Department are deemed to be members of the Association and, therefore, parties to this Agreement.

ARTICLE II

LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority and responsibilities covered by law, ordinance, resolution or administrative code and Police Department Rules and Regulations upon any Township official or in any way abridge or reduce such authority and responsibilities. This Agreement shall be construed as requiring Township officials to follow the terms contained herein to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any Policeman such rights as he may have under other laws and regulations.

ARTICLE III

MANAGEMENT RIGHTS

Section 1

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

- (A) To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its Employees;**
- (B) To hire Employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;**
- (C) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.**

Section 2

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

Section 3

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

Section 4

The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed a waiver thereof.

ARTICLE IV
RULES AND REGULATIONS

Section I

The Chief of Police may establish and enforce reasonable and just rules and regulations in connection with his operation of the Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Association and an opportunity for discussion of the new rules and regulations shall be afforded to the Association before implementing same.

Section 2

It is understood that Employees shall comply with all rules and regulations. Employees shall promptly and efficiently execute the instructions of Officers and Superiors. If an Employee, or Employees, believe a rule, regulation, instruction or order of an Officer or other Superior is unreasonable or unjust, the Employee, or Employees, shall comply with the rule, regulation, order or instruction, but with the future provision that such Employee or Employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure as set forth in this Agreement.

ARTICLE V
BAN ON STRIKES

Section -1

The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for work, or concerted willful absence of Employees covered under this Agreement from their duties of employment), work stoppage, slow-down, walk-out or other job action against the Township.

Section 2

The Township shall have the right to discipline or discharge any Employee encouraging, suggesting, fomenting or participating in a strike, slow-down, or other such interference subject to law.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 1

Any dispute involving the interpretation or application or violation of any of the provisions in this Agreement or policies or administrative decisions shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

STEP 1 An Employee with a grievance shall first discuss the grievance with his/her immediate Supervisor, either directly or through the Association designated representative for the purpose of resolving the matter informally.

STEP 2 If the aggrieved party is not satisfied with the disposition of the grievance at STEP 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at STEP 1- he/she may file a grievance in writing with the Chief of Police or his designated representative. A hearing on the grievance shall be held between the Chief of Police or his designated representative and the aggrieved party and the Association's designated representative. Those parties present at STEP 1 may be present at STEP 2. The Chief of Police will render a decision in writing within ten (10) working days.

STEP 3 If the aggrieved party is not satisfied with the disposition of the grievance at STEP 2, he/she may submit the matter for review by the Township Manager within five (5) working days after receiving the decision in STEP 2. The Township Manager shall render a decision from the record before him in writing within

ten (10) working days.

STEP 4 If the aggrieved party is not satisfied with the disposition of the grievance at STEP 3, he/she may submit the matter for review by the Council within five (5) working days after receiving the decision in STEP 3. The Council shall render a final decision from the record before it in writing within ten (10) working days.

Section 2

The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

Section 3

Any grievance not presented under the grievance procedures described herein within seven (7) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless reasons satisfactory to the Township are given in explanation of the failure to present the grievance within such time.

Section 4

Arbitration:

(A) If the grievance is not settled through **STEPS ONE, TWO, THREE or FOUR** and the grievance concerns a contract violation, the Association may refer the matter to the Public Employment Relations Commission within thirty (30) calendar days after the determination by the Governing Body, or its representative. An arbitrator shall be selected pursuant to the rules of the New Jersey Public Employment Relations Commission.

(B) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

(C) The cost for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(D) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE VII

DUES, DEDUCTION AND AGENCY SHOP

(A) The Township agrees to deduct from the salaries of its Employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e as amended.

(B) A check-off shall commence for each Employee who signs an authorization card supplied by the Association and verified by the Township Treasurer during the month following the filing of such card with the Township.

(C) If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each Employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

(D) The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Treasurer.

(E) Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with NJSA 52:14-15.9e as amended.

(F) The Township agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the Association and transmit the fee to

the Association.

(G) The deduction shall commence for each Employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

(H) The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85 %) percent of the regular membership dues, fees and assessments.

(I) The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the Employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

(J) Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all Employees within the unit the information necessary to compute the fair share fee for services enumerated above.

(K) The Association shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any

action other than to hold the fee in escrow pending resolution of the appeal.

(L) The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE VIII
ASSOCIATION PRIVILEGES

Section 1

Upon approval of the Chief of Police the Association shall have the right to visit the Chief of Police and Headquarters and other police facilities at all reasonable hours for Association business. The Association will not abuse this right.

Section 2

Copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for Employees covered by this Agreement shall be furnished to the Association within twenty-four (24) hours of their promulgation. A single copy of the Agreement will be furnished to the Association. It will be the Association's responsibility to provide copies to the membership.

Section 3

The Association may use the Department mail or message routing system and may use Department mailboxes. Such use shall be reasonable. The Association shall pay for its own postage and stationery.

ARTICLE IX
POLICE OFFICERS RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the Township and the Association hereby agree that every Police Officer shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection or to refrain from doing so. The Township and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any Police Officer in the enjoyment of any rights conferred by Chapter 303, the Public Laws of 1968, and that they shall not discriminate against any Police Officer by reason of his membership or non-membership in the Association and its affiliates, or by reason of his participation or non-participation in any activities of the Association and its affiliates.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 1 - Tours of Duty.

(A) All employees covered by this agreement shall be on either the 4/3 work schedule or the 4/4 work schedule. The 4/3 work schedule shall be comprised of four (4) consecutive days of work of the same shift with ten (10) hours of work per day. Said 4 consecutive days of work shall be followed by three (3) consecutive days of time off. Vacation benefits under contract Article XV shall be converted for persons working on the 4/3 and 4/4 work schedules.

(B) The basic workweeks set down in (A) above shall not be altered by the Township or by the Chief of Police without express prior approval of the Association. This provision shall not prevent the Chief of Police from making special assignments or creating special squads in order to accommodate purposes or needs which he deems to be in the best interest of the Township nor from requiring the persons so assigned to work schedules different from the work schedule detailed in (A) above.

Provisions of the 4/4 Work Schedule.

1. **SENIORITY** - The term used herein will be defined by using the present department Rules and Regulations definition as per Section 2:1.37.

MANNING AND SHIFT SELECTION

1. **NUMBERS OF MEN ASSIGNED TO EACH SHIFT** - The number of men on any shift will be determined by current Departmental Rules, Regulations, Procedures and by Department needs and current crime statistics for those periods.

2. **SHIFT ASSIGNMENT** - Shift assignment shall be made each year in accordance with a seniority bid system. Shifts shall be Eleven (11) hours in duration, with starting/ending times as outlined herein. The starting/ending times of said shifts may be adjusted during review periods consistent with the best interest of the Police Department. Standard slips for shift selection shall be distributed to all employees on or about October 1st of each year, and shall be returned promptly so that assignments can be made on or before October 31st of that year.

3. **SHIFT PREFERENCE** - Each employee shall list his first, second, and third preference for shift assignment, and consistent with the efficient operation of the department, assignments shall be made based upon seniority. The procedure, to be used shall provide the employee with his highest shift preference in accordance with seniority and the efficient operation of the department.

If the members first choice is not available, the member shall be given his second choice, if available, and so on until his shift is assigned.

4. **NON-BID POSITIONS** - Any member who has not completed three years of service with the department is not entitled to participate in the bid process. In the case of a recruit, the three years shall commence from the date of graduation from the police academy. Employees who are given credit for previous police experience shall commence their three years from the date of appointment to the department. Any such members shall be given duty assignments consistent with the needs of the department. Such assignments are not grievable.

- A. **Blocks of time shall be held open on the relief shifts of both the A and B platoons. The positions shall be filled by the department with members who fall into the aforementioned classification of having less than three years on the department.**
- B. **After serving three years in this position this member may join in the bid process at the end of that year. However, the needs of the department shall dictate as to if this member can be moved from this position and/or if the position must remain “open” for the coming year due to expected new personnel, etc.**

VACANCIES ON SHIFTS

1. **ANNOUNCEMENT OF VACANCIES - Any vacancies on any shift created by retirement, death, resignation or promotion, which occur after finalization of the yearly seniority bid selections will be announced via a departmental memorandum for bid within thirty (30) days previous to or twenty (20) days following the dates they occur. The memorandum advertising shift vacancies shall show the shift time and shall be posted for a period of sixteen (16) calendar days.**
2. **BID SUBMISSIONS IN WRITING - Police Officers desiring to bid on such vacancies must submit such bid in writing, in duplicate, to**

the Patrol Commander within the (16) calendar day period, with one copy being returned to the Officer as an acknowledgment.

3. **FILLING OF VACANCIES** - Providing the manpower of the department allows an immediate filling of the vacancy without creating overtime situations, the vacancy shall be filled within seven (7) calendar days following the close of the advertising period.

A. Any member who is absent during the sixteen (16) calendar days of advertising for an open shift as described and who is senior to the most senior member who has applied, must be notified and given an opportunity to apply before the shift can be awarded.

SHIFT HOURS

1. **PATROL HOURS** - patrol members shall work an eleven (11) hour day, four (4) days on, four (4) days off for a total of 2,007 hours worked during a given year. Since this is a **reduction of sixty-one (61) hours** from the previous four and two (4x2) work schedule of 2,068 hours, the members affected have agreed to give back **thirty-three (33) hours** for training purposes. The thirty-three (33) hours, three (3) training days must be worked with no more than eleven (11) hours, one (1) training day per any given calendar quarter.

Note: This is a total of 2,040 hours worked if all training days are used. This still leaves a balance of twenty-eight (28) fewer hours the above members shall be working as compared with the present 4x2 schedule with 78 fewer days at work.

2. **ADMINISTRATION HOURS** - Those members of the department not covered by the above schedule, Patrol Supervisor,

Administrative Supervisor, Training Officer, Records Supervisor, Traffic Bureau, and Detective and Juvenile bureaus, shall continue to work a four and three (4&3), ten (10) hour work day for a total of 2,080 hours. They shall be granted four (4) additional days off during the year. Thanksgiving, Christmas, New Years Day, and their birthday.

This will reduce their hours worked to a total of 2,040 hours. Should one of the holidays fall on a scheduled day off then those members shall be given the working day preceding or immediately following the holiday day. Days off shall be split by members within areas of responsibility to provide that all members are not off on the same day.

Note: The above members shall be coming to work 78 more days than the members on the 4x4 work schedule.

SHIFT SCHEDULE - Unless modified during the review period the 4-4 schedule shall consist of two (2) patrol platoons with the following four (4) shifts: each shift shall be eleven (11) hours in duration.

DAY SHIFT	0700-1800
EARLY, RELIEF SHIFT	1100-2200
LATE RELIEF SHIFT	1700-0400
MIDNIGHT SHIFT	2100-0800

Section 2 - Overtime Pay

(A) Overtime shall be defined as all hours worked in excess of an employee's

normal assigned work shift or on a regular day off.

(B) When an Officer is requested or required to work overtime hours which are not continuous with a tour of duty worked by him, he shall be paid for a minimum of two (2) overtime hours, unless the officer actually works more than two (2) hours, in which case he will be paid overtime compensation for the time actually worked.

(C) Overtime compensation at the rate of one and one-half (1-1/2) times the Employee's regular base rate of pay will be paid to all Police Officers, Superior Officers, and those Police Officers assigned as Detectives who are covered hereunder.

(D) All Police Officers agree to comply with the regulations of the Police Department in completing the necessary information required for the keeping of overtime records in the manner prescribed by the Chief of Police.

(E) Payment for overtime shall, if practical, be included in the next regular salary check for the pay period following that pay period in which the overtime hours were worked. In the event that the Township is unable in certain instances to comply with this schedule, the Township shall make every effort to pay the Officer as soon as practical thereafter, but in no event shall payment be made more than thirty (30) days following the completion of overtime hours within a given pay period.

(F) Overtime pay will be computed using an hourly rate based upon a two thousand eighty (2080) hour work year. Overtime shall be paid at the time and one-half hourly rate and shall include the employee's longevity and holiday benefit into the calculation.

(G) An Employee, upon completion of the overtime worked may elect to have the compensation either in pay, pursuant to the current practices, or in compensatory time off. The rate of compensatory time off would be the one and one-

time off. If the Employee elects to take Compensatory Time Off then such Compensatory Time Off would be placed in a Compensatory Time Off bank for future use. Time once put in to a Compensatory Time Off bank would be used at the Employee's sole discretion subject to the approval of the Police Chief or his designee.

1. A two (2) hour minimum must be adhered to when taking compensatory time off from the department unless the Employee has less than two (2) hours in the bank and wishes to take the balance to zero (0).

2. An Employee may split the compensatory time at any one time only once.

Illustration: An Employee acquires six (6) hours overtime in one lump sum and elects to receive his payment back in compensatory time. He may:

(a) Elect to receive a settlement of six (6) hours off;

(b) Four (4) hours and two (2) hours off; or

(c) Three (3) hours and three (3) hrs. off

3. Compensatory time must be used within one hundred and eighty (180) days of the date the time was earned. If the time is not taken within this period, then the Employee shall be compensated in the next practical pay period for this unused time.

4. Compensatory time will not be permitted to be carried over from one calendar year to another except in cases when time is earned in September, October, November, or December, when the one hundred and eighty (180) day provision will apply. Any time carried over into the next calendar year must be taken off in time and not pay.

Illustration: An Employee earning six (6) hours of compensatory time

on September 20 may take this time off until January 18, but if time is taken off in January there can be no pay involved.

5. Employees shall not be permitted to accumulate more than twenty-two (22) hours of compensatory time at any given time.

ARTICLE XI
SHIFT CHANGE

The parties recognize that the Chief of Police has the right to change the shifts of the Employees. However, the Township agrees that the Chief of Police shall give the affected Employee at least forty-eight (48) hours notice of said shift change, except in case of emergency as defined in Paragraph 1 of NA.S.A. 40:14-134.

ARTICLE XII

STAFFING

It is the intent of the Township to maintain the present staffing levels if possible as solely determined by the Township. However, the parties recognize and agree that staffing levels for the Department, shifts and vehicles are management prerogative and solely within management's discretion.

ARTICLE XIII

SALARIES

Salaries for Employees covered by this Agreement shall be as set forth on Schedules A-1 through A-3 annexed.

ARTICLE XIV

LONGEVITY

Section 1

All full-time Employees and all part-time Employees employed on a regularly scheduled year round basis of not less than twenty (20) hours per week are entitled to longevity compensation in addition to their base salaries according to the following schedule:

Term of Service	Longevity Payment
Following completion of 5 years of service to completion of 10 years of service	2%
Following completion of 10 years of service to completion of 15 years of service	4%
Following completion of 15 years of service to completion of 20 years of service	6%
Following completion of 20 years of service	8%
Following completion of 23 years of service	10%

Section 2

Term of service shall be computed to the first of the month nearest the employment anniversary date.

Section 3

Longevity compensation shall continue to be folded into and paid in the regular paychecks in accordance with present practice.

ARTICLE XV
VACATIONS AND HOLIDAYS

Section 1 - Vacations

(A) All Employees shall be entitled to vacations in accordance with the following schedule:

<u>Term of service</u>	<u>Days</u>	<u>Working</u>
Upon completion of twelve (12) months of continuous service with the Department calculated from the anniversary date of employment----		15 working days
From the completion of the first year of service to and including completion of the fifth (5th) year of service----		15 working days
Commencing with the sixth (6th) year of service to and including the tenth (10th) year of service -----		18 working days
Commencing with the eleventh (11th) year of service to and including the fifteenth (15th) year of service-----		21 working days
Commencing with the sixteenth (16th) year of service to and including the twentieth (20th) year of service-----		24 working days
Commencing with the twenty-first (21st) year of service and each year thereafter -----		27 working days

(B) The Employer and the Association agree that vacation days are to be used in the calendar year in which they accrued. If an Employee is unable to take his vacation within the calendar year in which it accrued due to extended illness or injury, or because the Employer cannot permit the Employee to take his vacation due to the needs of the Department, then the Employee can carry over his vacation entitlement into the next succeeding calendar year only.

Any vacation carried over into the next succeeding year must be taken prior to May 1 of that calendar year. The Chief of Police shall have the discretion to

determine whether such illness or injury was of a nature to permit the Employee to accumulate vacation days not actually used.

(C) For those new Police Officers who begin employment with the Township of Scotch Plains before July 1 of any given year, a credit for vacation time shall be given after each Employee has completed his first six (6) months as a Police Officer. The credit shall be one (1) day per month of employment in excess of six (6) months of that year, and the Employee will be required to use that vacation time in the calendar year in which his employment began.

(D) Vacations taken from December 15th to December 31st will be the same as the rest of the year: Two (2) men will be allowed at the same time, one (1) Supervisor and one (1) Officer. During this time, personal days will not be allowed, with the exception if only one (1) Officer is on vacation.

(E) Upon completion of twenty-five (25) years of service, the retiring Officer will be entitled to the full year's unused vacation regardless of the month of retirement.

(F) During the period of time that the 4/4 and 4/3 work schedules are in effect vacation entitlements shall be modified as follows:

- 1. VACATION DAY CONVERSION - For 4x4 Schedule Plus 2 Days
 - 15 Days x 8.5 hrs. = 127.5 hrs ÷11 hr. day = 11.6 (12) = 14 Days +2 Days
 - 18 Days x 8.5 hrs. = 153 hrs ÷11 hr. day = 13.9 (14) = 16 Days
 - 21 Days x 8.5 hrs. = 178.5 hrs. ÷11 hr. day = 16.2 (17) = 19 Days
 - 24 Days x 8.5 hrs. = 204 hrs. ÷11 hr. day = 18.5 (19) = 21 Days
 - 27 Days x 8.5 hrs. = 229.5 hrs. ÷11 hr. day = 20.8 (21) = 23 Days

2. VACATION DAY CONVERSION For 4 x 3 Plus 2 Days

+2 Days

17 Days x 8 hrs. = 136 hrs ÷10 hr. day = 13.6 (14) = 16 Days

20 Days x 8 hrs. = 140 hrs ÷10 hr. day = 16 = 18 Days

23 Days x 8 hrs. = 184 hrs.÷10 hr. day = 18.4 (19) = 21 Days

26 Days x 8 hrs. = 208 hrs. ÷10 hr. day = 20.8 (21) = 23 Days

29 Days x 8 hrs. = 232 hrs. ÷10 hr. day = 23.2 (24) = 26 Days

(G) Administration of vacation shall be as follows:

2. VACATION TIME USE Vacations shall be taken according to the following preference schedule, subject to the approval of the Chief of Police, consistent with the best interest of the Police Department.

For the purposes of determining vacation preference, the Department is presently divided into five (5) units consisting of two (2) Patrol Platoons, one (1) Detective and Juvenile Bureau, one (1) Traffic/Record and Training Bureau, and one (1) Command Rank Section. Vacation preference for the Detective and Juvenile Bureau, Traffic/Record and Training Bureau and Command Rank Section shall be guided by the vacation schedule as promulgated by the Chief of Police. Vacation preferences shall be granted separately within each Patrol Platoon at the time that a preference is exercised according to the following schedule.

PATROL PLATOON "A"

Only one Supervisor allowed off at any given time per platoon.
One officer from the 07:00 - 18:00 shift.
One officer from the 11:00 - 22:00 or 17:00 - 04:00 shift.
One officer from the 21:00 - 08:00 shift.

PATROL PLATOON "B"

Only one Supervisor allowed off at any given time per platoon.
One officer from the 07:00 - 18:00 shift.
One officer from the 11:00 -22:00 or 17:00 - 04:00 shift.
One officer from the 21:00 - 08:00 shift.

3. ORDER OF VACATION PREFERENCE Vacation preferences shall be granted, as per the above guidelines, separately within each of the specific units existent at the time that a preference is exercised according to rank as the first priority, time in rank as the second priority, and length of service with the department as the third priority. If an employee chooses to take his vacation in three (3) or more parts, he is entitled to exercise his assigned preference with respect to two (2) of these vacation periods. After all

members of the respective units have chosen their two (2) preferred vacation periods, members may then pick their remaining vacation time as per the seniority order of preference as previously stated.

4. **VACATION LIMITATION** A member who normally works a four (4) day work week shall be limited to a maximum of eight (8) vacation days in the period of June 1st through Labor Day inclusive.

Members in the Detective/Juvenile, Traffic/Records/Training, and Command Rank Sections, who work a four (4) days on, three (3) days off work schedule shall be limited to a maximum of twelve (12) vacation days in the period of June 1st through Labor Day inclusive.

A member may use two (2) single, eleven (11) hour vacation days, a total of twenty-two (22) hours, in hourly increments of four (4) hours each until he has a balance of less than four (4) hours remaining.

All members must sign up for vacation by the dates indicated on the vacation schedule published by the department in a timely fashion. Those officers who are not signed up by the stated deadline indicated **shall lose their privilege** to select their two (2) preferred vacation periods.

Section 2 – Holidays

All Employees shall be entitled to payment at their per diem rate in lieu of 13 holidays which shall continue to be folded in and paid in the regular paychecks in accordance with the present practice. New hires shall have this payment in lieu of holiday pro rated during the first year of employment at the rate of one day per month of service.

Section 3 - Personal Days

(A) Each Employee shall be entitled to three (3) full working days off per year with pay. The Employee shall have the right to select days subject to the approval of the Chief of Police or his designated representative who shall not require the furnishing of any reason by the Employee for the taking of a personal day and who shall not withhold approval of the request where the request is made with forty-eight (48) hours notice.

(B) Personal days may be taken any time during the year except for the following dates:

December 24

December 25

December 31

January 1

(C) Should two (2) requests for personal days be submitted for the same day, the man having the most seniority will have preference for that day.

(D) At all times, during the current work schedule or during the modified work schedule, the number of personal days shall remain the same.

ARTICLE XVI

SICK LEAVE AND LEAVE OF ABSENCE

Section 1 - Sick Leave

(A) Sick leave is hereby defined to mean absence from duty because of illness or accident which is not job related, or because of the death of a relative in accordance with the personnel policy of the Township of Scotch Plains for other municipal employees, relative being defined as husband, wife, child, parents or parent-in-law, brother, sister, grandparent and grandchildren.

(B) Each Employee is permitted sick leave for up to one (1) year continuously. However, in the event that an Employee's sick leave time in any continuous period exceeds three (3) days, the Employer shall have the right to require medical certification or other proof of justification for the absence. The Employer shall have the right to require such certification at two (2) week intervals during extended sick leaves. In no event, unless express permission is granted in writing by the Chief of Police, shall an Employee remain absent for more than three (3) days because of death in the family.

(C) Each Employee shall accumulate sick leave time at the rate of fifteen (15) days each year. Sick leave may be accumulated without limit during each Employee's term of service with the Township. At the time of separation from the service, an Employee who has serviced a minimum of five (5) consecutive years shall be entitled to pay on the basis of one (1) day's pay for every three (3) days verifiable sick leave accumulated and not previously used.

(D) All earned entitlements under this Article based upon earned and accrued time shall, in the event of the Employee's death, be paid to the deceased Employee's estate.

(E) At all times during the current work schedule or during the modified work schedule (Schedule B) the number of sick days shall remain the same.

Section 2 - Leave of Absence

A. Leave of absence is defined as absence from duty for an extended period following approval of the absence in advance by the Township manager.

B. Permission to take a leave of absence for a period of up to six (6) months may be extended to Employees in the fairly exercised discretion of the Township Manager. In determining whether to permit an Employee to take a leave of absence, the Township Manager shall take into account whether the leave, if granted, will serve to benefit the Employer either directly or indirectly should the Employee return to active employment upon termination of the leave of absence.

Section 3 - Work Related Injury or Illness

(A) In the event that an Employee's absence from employment is alleged by the employee to be due to a work related injury or illness, the Employer shall have the right to require appropriate proof of the injury or illness and its origin.

Section 4 – Convention Leave

The PBA President and delegate shall be entitled to time off with pay to attend the PBA Mini Convention and the President, delegate and one other designated PBA representative shall be entitled to time off with pay to attend the annual PBA convention. Administration of this paid leave time shall be in accordance with the practice followed in 2002.

ARTICLE XVII

MILITARY LEAVE

Any full time Employee who is a member of the National Guard or a reserve unit of any of the Armed Forces of the United States and is required to engage in field training which normally consists of not more than two weeks shall be granted a military leave of absence with pay for the period of such training. Such paid leave of absence shall not affect his vacation. Any such full time Employee who is called to active duty shall be entitled to be made whole for the difference between military pay received and regular salary, including longevity and holiday pay, received from the Township during such period of active duty honorable service. Such employee shall cooperate with the Department to provide all necessary information concerning the call to active duty and the details of compensation while on active duty.

ARTICLE XVIII

MEDICAL AND HEALTH INSURANCE

Section 1

The Employer agrees to maintain medical insurance coverage in accordance with benefit levels that were in effect in 2001. The parties acknowledge that the current coverage is provided by Oxford and that this coverage satisfies the benefit levels required hereunder.

It is acknowledged that pursuant to law, the employer may seek health coverage from other providers as long as said coverage is the equivalent or better than the above plan. Employees hired on or after January 1, 2002 shall be provided “point of service” coverage by the Township and shall have the option of selecting other available coverage by paying the difference between the cost of “point of service” and the cost of such other insurance.

Section 2

The Employer agrees to maintain a full family dental plan equivalent to New Jersey Dental Service Plan III-A including orthodontic coverage. The Employer will have the right to continue to choose any carrier that provides such equivalent coverage.

Section 3

The Employer agrees to maintain a prescription plan from a company of its choice. The cost to the Employee will be Ten (\$10.00) Dollar co-pay for each brand name drug and Two (\$2.00) Dollars co-pay for generic drugs for each prescriptions and/or renewal. If there is no generic substitute for the brand name or if the doctor requires use of a brand name drug, the co-pay shall be Two (\$2.00) Dollars. Each member of the Association agrees to sign any and all application forms from the major medical carrier

so that the Township can submit these forms for reimbursement due for funds that have already been paid, once the deductible amount has been achieved.

Section 4

Effective for each Employee retiring after January 1, 1987, pursuant to New Jersey Police and Firemen's Pension System statutes,' medical insurance will be provided for these retired members subject to the following condition:

(A) If the retiree is covered by any other medical insurance from any source, then the Township shall not have any obligation during such period of this coverage.

(B) This benefit does not include prescription or dental insurance.

(C) Coverage under this section shall be provided for the retiree, spouse, and dependents eligible under State Health Benefits Program definition for dependent coverage.

(D) Coverage will continue only until the death of the retiree subject to the other conditions, and is not intended as a benefit for widows, widowers, or other dependents of the retiree.

(E) This coverage is being extended to retirees as long as the Township can obtain such coverage which will be tied into the health insurance for members of the Association, and this coverage shall be secondary to Medicare.

(F) Said entitlements to retired members shall be paid not later than the end of December of the year of entitlement and shall be pro rated where applicable. During calendar year 2003 said entitlements shall be paid quarterly on or about April 1, 2003, July 1, 2003, October 1, 2003 and December 30, 2003.

ARTICLE XIX

LEGAL DEFENSE OF EMPLOYEES

Section 1 - Criminal or Quasi-Criminal Charges

The Employer agrees to provide the necessary means for the defense of any Employee charged with a criminal or quasi-criminal offense arising out of or incidental to the performance of his duties, provided that if the complaint is instituted on behalf of the Township of Scotch Plains and the Employee is found guilty of the charge, the Employee will be required to bear the expense of his own legal defense.

Section 2 - Civil indemnification

Consistent with the provision of N.J.S.A. 40A:14-155, the Employer agrees to indemnify the Employees who are defendants in civil actions arising out of their employment and to provide for legal expenses connected with the defense of such suits irrespective of outcome. If any such employee is a plaintiff or otherwise asserts a claim in a civil action arising out of or connected with his/her employment, whether such claim is against the Township of Scotch Plains or any of its employees or agents or against any other person or entity, the Township of Scotch Plains shall have no responsibility for indemnification or payment of legal expense.

ARTICLE XX

EQUIPMENT

Section 1 - Working Equipment

(A) The Employer agrees to furnish each new Police officer with the following equipment, all of which will be either new or in good working order: hand gun, holster, gun belt, handcuffs with case, night stick with holders, blackjack, mace with holder, forty-six (46) rounds of ammunition, breast and hat shields.

(B) The Employee agrees to provide routine maintenance for each of these items so as to keep them in good working order. However, the Employer recognizes that the proper performance of the Police function is dependent upon the availability of the above equipment in good repair and the Employer therefore agrees to replace any of the above items as they become, non-functional as determined by the Chief of Police.

(C) Upon termination of the employment relationship between the Employer and an individual member of the Association, the member is to return all of the above equipment, in whatever condition it is at the time, to the Employer.

Section 2 - Clothing Issue

(A) The Employer also agrees to provide the following clothing items in new condition to each new Officer: Uniform hat, one (1) pair of medium weight pants, one (1) tie, two (2) shirts, leather winter jacket, summer jacket, raincoat.

(B) The individual Employee accepts the responsibility of maintaining these clothing items in good condition and replacing them when damaged or worn out through normal wear and tear. If an item of clothing or equipment (including eyeglasses

and watches) is damaged while the Employee is engaged in the performance of his duties as a Police Officer, the Employer agrees to either replace that item or reimburse the Employee for its replacement cost. Covered claims shall not include damage caused by negligence or inadvertence of the Employee seeking to be reimbursed as determined by the Chief of Police. In order to be covered, the damage must result from a single reported incident and shall not arise from normal wear and use.

Section 3 - Clothing Allowance

(A) Effective in calendar year 2002, each Employee will receive an annual clothing allowance of Five Hundred Twenty-Five (\$525.00) Dollars for the replacement of work uniforms worn out through normal wear and tear. Officers assigned to plainclothes work duty may use this amount to purchase civilian clothing. Clothing allowance shall be further adjusted as follows:

Effective 2003 - \$575.00

Effective 2004 - \$625.00.

Section 4 - Maintenance Allowance

(A) Each Employee shall receive an annual maintenance allowance of Two Hundred Twenty-Five (\$225.00) Dollars for the laundering of work uniforms and for incidental costs attendant to routine maintenance of equipment issued by the Employer, e. g., gun cleaning equipment, leather preservative, brass polish, etc.

Section 5 - Clothing and Maintenance Allowance for New Employees

(A) The clothing and maintenance allowance as referred to in Sections 3 and 4 above shall be paid to the Employees no later than May 1 of the year in which it is due. A new Employee shall be entitled to a pro rata share of both the clothing and maintenance allowances to be computed beginning at the completion of his probationary

period. Any Employee not employed by the Township for an entire calendar year shall also be entitled to a pro rata share of clothing and maintenance allowances.

ARTICLE XXI

BULLETIN BOARDS

Subject to prior approval of the Chief of Police, which approval shall not be unreasonably withheld, the Township shall permit the Association reasonable use of a bulletin board in Headquarters for the posting of notices concerning Association business and activities and concerning matters dealing with the welfare of the Employees.

ARTICLE XII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any other application of this Agreement to any Employee or group of Employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

Section 1

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. The parties acknowledge that during negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 2

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Section 3.

During the term of this Agreement, neither party will be required to negotiate

with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XXIV

POLICE DEPARTMENT SAFETY COMMITTEE

The parties hereby agree to establish a health and safety committee which shall meet and confer about health and safety matters affecting the Employees covered by this Agreement. Such committee shall have no binding authority, but may make recommendations regarding the safety of the Employees.

Said committee shall be comprised of up to two (2) members of the PBA and the Chief of Police or his designee. The committee shall meet periodically, when necessary, at a mutually convenient time and place. Any person may submit suggestions to the committee members either orally or in writing.

ARTICLE XXV

CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Township will permit at least one (1) uniformed off duty Police Officer of the Township to participate in funeral service for the said deceased Officer.

Subject to the availability of same, the Township will permit a Township Police vehicle to be utilized by the members in the funeral service.

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

ARTICLE XXVI
PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for evaluation purposes by the Police, Township Manager and/or Governing Body.

Upon advance notice and at reasonable times, during normal office hours, any member of the Police Department may at any time during his off duty hours review his personnel file. However, this appointment or review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, the officer shall be notified and shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

ARTICLE XXVII

RULES AND REGULATIONS COMMITTEE

The parties agree to formulate a Rules and Regulations Committee composed of representatives from both the Employer and the Association. The specific purpose of this Committee is to meet and review the current Rules and Regulations with regard to updating and modifying the current text. Such committee shall have no binding authority, but may make recommendations regarding the rules and regulations of the Department.

ARTICLE XXVIII

TERM

This Agreement shall have a term from January 1, 2002 to December 31, 2004. If a successor agreement is not executed by December 31, 2004, then this Agreement shall continue in full force and effect until a successor agreement is executed. All negotiations shall be commenced pursuant to the time periods of the Public Employment Relations Commission.

**IN WITNESS WHEREOF, the parties hereto have set their hands and seals at
day of 2002.**

TOWNSHIP OF SCOTCH PLAINS

ATTEST:

Martin Marks, Mayor

ATTEST:

Thomas Atkins, Municipal Manager

**SCOTCH PLAINS PATROLMEN'S
BENEVOLENT ASSOCIATION**

**Brian Cheney, President
PBA Local 87**

**Brian Donnelly
PBA Local 87
Delegate and Negotiation
Committee Member**

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**SCHEDULE A-1
SALARIES**

<u>RANK</u>	<u>1/1/2002</u>	<u>1/1/2003</u>	<u>1/15/2004</u>
Academy Rate	\$30,221	\$31,369	\$32,656
Probationary Officer	41,761	43,348	45,125
1st Year	57,412	59,594	62,037
2nd Year	60,780	63,090	65,676
3rd Year	64,755	67,216	69,972
4th Year - Max.	68,810	71,425	74,353
Police Sergeant	75,026	77,877	81,070
Police Lieutenant	81,357	84,449	87,911
Police Captain	87,414	90,735	94,455
Assigned Detective – and Computer Bureau	2002 -\$600.00 additional pay 2003 -\$750.00 additional pay 2004 -\$800.00 additional pay		

Bargaining unit members hired after January 1, 1993 who are hired for basic police academy training, shall be compensated at the "Academy Rate" for the first six (6) months of employment. Compensation for the balance of the first year shall be at the "Probationary Officer" rate. These stated pay rates, "Academy Rate" and "Probationary Officer", are designations intended for compensation purposes only. The statutory rights of the parties with respect to probationary periods for new employees shall not be affected by this rate of compensation change.

**SCHEDULE A-3
SALARIES
(Wage Scale-for Employees Hired After 3/14/99)**

<u>RANK</u>	<u>1/1/2002</u>	<u>1/1/2003</u>	<u>1/15/2004</u>
Academy Rate	\$30,221	\$31,369	\$32,656
Probationary Rate 1 yr. after academy	36,265	37,643	39,187
<u>1st Step</u> (1 yr. after probation rate)	42,913	44,544	46,370
<u>Second Step</u> (2 yrs. after probation rate)	50,162	52,068	54,203
<u>Third Step</u> (3 yrs. after probation. rate)	57,412	59,594	62,037
<u>Fourth Step</u> (4 yrs. after probation rate)	60,780	63,090	65,676
<u>Fifth Step</u> (5 yrs. after probation rate)	64,755	67,216	69,972
<u>Sixth Step</u> (6 yrs. After probation rate)	68,810	71,425	74,353
Police Sergeant	75,026	77,877	81,070
Police Lieutenant	81,357	84,449	87,911
Police Captain	87,414	90,735	94,455
Assigned Detective - 2002 - \$600.00 additional pay and Computer Bureau	2003 - \$750.00 additional pay 2004 - \$800.00 additional pay		

Bargaining unit members who are hired for basic police academy training shall be compensated at the "Academy Rate" until the candidate graduates successfully from the police academy. Compensation for the next twelve (12) months after graduation from the academy shall be at the "Probationary Officer Rate". These stated pay rates, "Academy Rate" and "Probationary Officer" are designations intended for compensation purposes only. The statutory rights of the parties with respect to probationary periods for new employees shall not be affected by this rate of compensation change.