

**COLLECTIVE NEGOTIATIONS AGREEMENT**

**BETWEEN**

**TOWNSHIP OF LOGAN**

**AND**

**LOGAN TOWNSHIP POLICE ASSOCIATION**

**P.B.A. LOCAL NO. 122**

**January 1, 2005**

**To**

**December 31, 2008**

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## **ARTICLE I - RECOGNITION**

1. The Township of Logan (hereinafter referred to as Employer), hereby recognizes the Logan Township Police Association, P.B.A. Local 122, (hereinafter referred to as “Association), as the exclusive representative for the collective negotiations concerning terms and conditions of employment for all employees cover by this Agreement (see Logan Township Resolution No. 47-1978: N.J.A.C. 19:11-1.1).
2. Representatives of the Association on duty shall be permitted time off with pay to attend negotiating sessions, grievance sessions, and meetings of the Association/Management Committee (if in existence) provided the efficiency of the Department is not affected thereby, and provided such meetings are mutually scheduled by the parties.
3. The number of representatives of the Association shall be no more than three (3) authorized employees covered by this Agreement.
4. The Association hereby names P.B.A. Local 122 as its representative to assist it during negotiations, grievance sessions, and meetings of the Association/Management Committee.

## **ARTICLE II - POLICE OFFICER'S RIGHTS**

1. Pursuant to N.J.S.A. 34:13A-1 et seq., the Employer hereby agrees that every police officer shall have the right to freely organize, join and support and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a body exercising governmental power under the laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any police officer in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et seq., or any other laws of New Jersey, or the Constitutions of New Jersey and the United States.
  
2. Each police officer shall have one personnel file reflecting his/her record with the Police Department. The police officer's file shall be accessible to him/her subject to a custodian who shall be designated by the Chief of Police.

### **ARTICLE III - MANAGEMENT RIGHTS**

1. The Employer, on its own behalf or on behalf of the taxpayers of the Township of Logan, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right.
  - A. To exercise executive management and administrative control of the Police Department and its properties and facilities, and the activities of its employees while such employees are on duty.
  - B. To hire all employees, and subject to the provision of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotions; and to promote and transfer all such employees.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

3. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the New Jersey laws or any other national, state, county, or local laws or regulations.
4. Nothing in this Agreement which contains preexisting Employer policy, rules or regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the directions of the Chief of Police in accordance with Employer and Administrative policies, rules and regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.
5. It is understood that, under the rulings of the courts of New Jersey, the Employer is forbidden to waive any rights or powers granted by it by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or subsection of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Employer has waived rights which are expressly required by the courts to be retained by the Employer.
6. Special police officers may be assigned at the discretion of the Chief of Police, subject to the limitations set forth in Title 40A of New Jersey Statutes.

## **ARTICLE IV - GRIEVANCE PROCEDURES**

1. The purpose of this Article is to settle all grievances between the Employer and the Association as quickly as possible so as to insure efficiency, and to promote employee morale. A "grievance" is defined as any disagreement or dispute between the Employer and the employees covered by this Agreement, or involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) working days after the aggrieved person knew, or reasonably should have known, of the event or events upon which the claim is based, otherwise, the grievance shall be deemed waived. The grievance shall be presented in writing, and shall be considered submitted when submitted to the Chief of Police.
  
2. A grievance shall be processed as follows:

Step A: After the grievance is presented, the aggrieved party, the appropriate Association and/or P.B.A. Local 122 representative and the Chief of Police (or his designee) shall attempt a voluntary resolution of the dispute. If no resolution is reached within five (5) days of the presentation, the aggrieved party may, within an additional ten (10) days, submit a written request that the grievance proceed to Step B.

Step B: Representatives of the Association/P.B.A. Local 122 and the Township Administrator shall meet in an attempt to settle the dispute. The meeting shall occur within ten (10) days of submission of the aggrieved party's request, unless the Association and Administrator mutually agree to a later date. If the dispute remains unresolved, and the

dispute involved application, interpretation or alleged violation of this Agreement, the Association/P.B.A. Local 122 may, within fifteen (15) days of the Step B meeting, notify the Employer of its intent to submit the grievance to binding arbitration under Step C.

Step C: Within ten (10) days of the Association/P.B.A. Local 122 notice of intent to arbitrate, the parties shall agree upon an arbitrator to hear the eligible grievance. If the parties cannot agree on an arbitrator within ten (10) days, an arbitrator shall be selected in accordance with the rules and procedures of the New Jersey Public Employment Relations Commission. The arbitrator shall have the authority to enter a final and binding determination on the grievance; however, the arbitrator shall not have the authority to add to, subtract from or alter the terms of this Agreement in any way. With the exception of the disciplinary grievances addressed in Section 3, below, only the Association may submit a grievance to arbitration. The parties shall share the arbitrator's fee equally, but shall otherwise bear their own arbitrator costs.

3. Disciplinary Grievances:

Any employee subjected to a departmental disciplinary hearing brought by the Chief of Police shall be entitled to appeal an adverse decision to the binding arbitration procedure described in Step C, above, provided the disciplinary action at issue is a suspension or fine of five or fewer days duration. The employee must file a written request for arbitration with the Chief of Police within ten (10) days of receipt of the departmental hearing determination. Employees subject to termination, or suspension or fines of longer than five (5) days'

duration, are entitled to appeal the disciplinary determination to Superior Court in accordance with N.J.S.A. 40A:14-147.

4. The time periods set forth in this grievance procedure are mandatory, and may be waived only by mutual agreement of the Association and the Employer. Failure by the aggrieved employee or Association to process or appeal a grievance within the stated time period (absent an agreed-upon extension) shall cause the grievance to be waived. Failure by the Employer to respond to a grievance within the state time period (absent an agreed-upon extension) shall allow the Association to proceed to the appropriate next step, up to and including arbitration.
  
5. Any action to compel, confirm, enforce or vacate an arbitration award under Step C herein shall be commenced and processed in accordance with the New Jersey Arbitration Act, N.J.S.A. 2A:24-1.

## **ARTICLE V - PEACEFUL RESOLUTION OF DIFFERENCE**

1. Both parties recognize the desirability of continuous and uninterrupted operation of the Police Department and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of the Agreement. The Association accordingly agrees, during the period of the Agreement, that it will not, nor will any person acting on its behalf 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 willful absence from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment). The Township of Logan agrees that it will not engage in any lockout directed at members of the negotiating unit for the duration of this Agreement.
  
2. The above is interpreted that the Association may be held liable for "wild-cat" strikes, unless the Association, in writing, disavows the strike and notifies strikers to return to work.
  
3. The Association agree that any strike is a breach of contract and that such act removes all impediment from and permits the Employer to dismiss or otherwise discipline employees taking part in that breach of contract.

## **ARTICLE VI - COLLECTIVE NEGOTIATIONS PROCEDURE**

1. Collective negotiations with respect to terms and conditions of employment shall be conducted by the authorized representatives of the parties. However, it is clearly understood by the parties that all agreements reached by such representatives are tentative in nature and subject to ratification and/or approval of the governing body of the Employer and the employees of the Association. In the event it is necessary to notify either party to this Agreement with regard to collective negotiations on this Agreement, such notification shall be sent to the Mayor or such other designee as he/she may indicate, and the then Chairperson of the Association or such other designee as he/she may indicate.
2. Collective negotiations shall be held at times and places mutually convenient to the parties.
3. The Employer shall not discharge or discriminate in any way against any employee for activities or membership in the Association as long as this activity does not unreasonably disrupt normal operations of the Police Department.

## **ARTICLE VII - MODIFICATION OF WORK RULES**

1. Proposed new rules or modifications or existing rules governing work conditions shall be presented to the Association representative for discussion with the view toward finding terms of agreement before they are established.

## **ARTICLE VIII - EXTRA CONTRACT AGREEMENTS**

1. The Employer agrees that in the event of conflict between this Agreement and any other agreement, rule or regulation of the Township, the provisions of this Agreement shall be controlling to the extent permitted by law. It is further agreed that for the duration of this Agreement, the Employer agrees not to negotiate the terms and conditions of employment of members of this negotiation unit with other than the representatives indicated herein.

## **ARTICLE IX - ACTIONS AGAINST POLICE OFFICERS**

1. Whenever any action is brought against any employee covered by this Agreement for any act or omission directly or indirectly arising out of and in the course of his/her employment, the Employer shall protect and defend such employee to the extent required by the laws of the State of New Jersey.

## **ARTICLE X - SAVINGS CLAUSE**

1. In the event that any provision of the Agreement shall at any time be declared invalid by a legislative act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties herein that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE XI - ENTIRETY OF AGREEMENT**

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations. They, therefore, each voluntarily and without qualification waive the right for the life of this Agreement to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.
2. This contract represents the entire agreement between the parties and no other agreements or practices are binding upon either party hereto with respect to wages, terms, and conditions of the employees covered hereby.
3. 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.

## **ARTICLE XII - ASSOCIATION/MANAGEMENT COMMITTEES**

1. In order to encourage a more efficient department, the Mayor or his/her designee, Chief of Police and three (3) Association representatives shall meet at least once every four (4) months. The intent of these meetings shall be to provide continuing dialogue between the employer and employee representatives in order that the aforementioned goal may be realized. Attendance at such meetings by Association representatives shall be without pay.
  
2. An authorized representative shall be permitted to visit Police Headquarters, the office of the Chief of Police, or the office of the Mayor or his/her designee for the purpose of ascertaining whether or not this Agreement is being observed. This rights shall be exercised reasonably and shall in general occur when the person is off duty and such meetings can be mutually scheduled by the parties. Exercise of such rights shall be without pay.

## **ARTICLE XIII - SENIORITY**

1. Seniority is defined to mean the accumulated length of service within the Department, computed from the last date of full-time hire in the Department. Included in seniority are periods of sick leave, temporary disability, approved leaves of absence and vacation time. But excluded are valid periods of suspension.

## **ARTICLE XIV - INSURANCE**

1. The Employer agrees to provide and pay for the premium for comprehensive medical, dental and life insurance for all employees covered by this agreement and their eligible dependents. Should any employee covered by this agreement lose their life in the line of duty or be permanently disabled in the line of duty, the coverage set forth herein shall continue for his/her spouse, unless the spouse obtains insurance from his/her employer. These benefits shall be provided to any dependent child, up to the limits provided within the plan, and will be continued as if the parent was a full time member of the Logan Township Police Department.
2. The Township shall provide and pay for insurance coverage for retired employees up to the age of 65, or until Medicare coverage is available. Coverage will be extended to eligible dependents of the retired employee unless coverage is obtained through a new employer. For the purpose of this agreement, eligible dependent is defined as spouse or child (children) up to the age of 19 or the age of 23 if attending college full-time.
3. The PBA has accepted the revisions to the Township's new health insurance coverage effective April 1, 2005.
4. The Township agrees to reimburse the officers for prescriptions, doctor visit co-pays and

emergency room co-pays in excess of ten dollars (\$10.00).

5. It is the intent of the Township to work in conjunction with the Association to maintain coverage at levels consistent with prior coverage, exclusive of Guardian.
6. For the purpose of reimbursement, any reasonable and customary costs denied by Horizon and Transconnect, the Township will reimburse up to the level consistent with prior coverage, exclusive of Guardian.
7. Both the Association and the Township reserves the right to review the coverage being provided and seek changes that may provide comparable coverage with different carriers.

## **ARTICLE XV - PENSION**

1. The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to requirements imposed by statutes and laws of the State of New Jersey or its administrative agencies.

## **ARTICLE XVI-EXCHANGE OF DAYS OFF/COMP TIME**

1. Employees of the Department may request that the Chief of Police permit exchange of hours, duties or days off. Based on operational needs, the Chief of Police may affirm or deny any such requests and his decision pertaining to this matter shall not be a subject for review under the grievance provisions of this Contract. The provisions of this section shall be applied in an equitable manner.
2. Exchange of hours, duties or days off by an employee may be granted provided that such an exchange will not result in any employee who had engaged in such exchange working in excess of sixteen (16) hours in any twenty-four (24) hour period. This shall not result in payment of overtime and it is not intended that overtime be paid solely because of the operation of this section of the Contract.
3. Officers can opt for comp time in lieu of overtime/straight pay in the following circumstances:
  - a. Mandatory Training
  - b. Departmental Meetings
  - c. Special Assignments (ERT, SWAT, BIKE, K-9)
  - d. Court
4. Comp time will not be granted for shift coverage
5. Hours will not be split between comp and overtime. You must choose either/or.
6. No more than 36 hours can be on the books at any one time.
7. Comp time will not carry over into the following year.
8. No comp time will be added to the books after November 1<sup>st</sup>
9. Any officer who has time on the books as of November 1<sup>st</sup> must see the Lieutenant

immediately to schedule the time off. If no agreement is reached, officer must be paid time and one half.

10. The Administration reserves the right to amend these conditions to ensure the Department's goals and objectives.

## **ARTICLE XVII - WORK PERIOD/SHIFTS**

1. Except as operational needs dictate, there shall be no change in an employee's work period without prior notice to the employee. Every reasonable effort will be made to give fifteen (15) days prior notice if a change is to be made in the work period.
2. If fifteen (15) days notice is not given, the employee will be paid a penalty of eight (8) hours overtime at one and one-half (1½) times his/her base hourly rate.
3. The work period is defined to mean 168 hours of work in a twenty-eight (28) day period in which fourteen (14) twelve (12) hour shifts will be utilized, so that the Employer would give notice if any change as intended as to hours, number of hours worked or designation of hours worked. The work period shall not exceed 168 hours in twenty-eight (28) days. Any hours or time worked in addition to and/or excess of the aforementioned definition will be considered overtime. The hourly rate for overtime purposes is calculated by dividing the annual salary by 2,184, provided the 12 hour shift schedule remains in effect.
4. No employee shall be required to work with less than twelve (12) hours off-duty between scheduled shifts, except in an emergency. An employee may waive this protection by mutual consent.
5. Work schedules for the Investigator and those assigned to assist the Investigator shall be at the discretion of the Chief of Police.

## **ARTICLE XVII - COURT TIME**

1. The Employer agrees that time spent in court as a result of cases which arise out of the police functions while in the line of duty shall be considered as working time and employees shall be paid three (3) hours pay for Municipal Court time (inside or outside the Township of Logan) not occurring during the employee's assigned duty hours. The employees shall be paid six (6) hours pay for court time (other than Municipal Court time) outside the Township of Logan and not during the employee's assigned hours of duty. The employee must present certification to verify time spent in Court. Any time spent in Court above the minimums shall be compensated at the rate of one and one-half (1½) times the employee's base hourly rate.
2. Compensation for time spent in Court shall be paid at the employee's base hourly rate.

## **ARTICLE XIX - CALL BACK**

1. If a member is called to duty on his/her day off or at a time which is not continuous to his/her regular work shift, he/she shall be guaranteed a minimum of four (4) hours overtime. If such employee is required to spend in excess of four (4) hours, then the employee shall be paid on an hourly basis. This provision does not apply to court time.
2. Call in pay of four (4) hours shall not be paid for officers to complete police reports. The officer will be compensated at his/her overtime rate for actual time incurred.

## **ARTICLE XX - WORK YEAR**

1. Except for vacation and/or sick time permitted by the contract, employees will normally be expected to work fifty-two weeks as their regular work year. Holiday time is paid in lieu of time off, which results in the condition set forth herein.

## **ARTICLE XXI - VACATION TIME**

1. Vacations shall be provided in accordance with the following schedule:

<b><u>YEARS OF SERVICE</u></b>	<b><u>AMOUNT OF VACATION TIME</u></b>
0-1 (inclusive)	4 days
1-4 (inclusive)	11 days
5-9 (inclusive)	15 days
10-14 (inclusive)	19 days
15-19 (inclusive)	21 days
20-24 (inclusive)	23 days
25 and over	25 days

2. Vacation time will be computed from the date of employment, including part-time service for the municipality, together with full-time employment with police departments other than Logan Township. Said credit for such other full-time employment is not to exceed five (5) years and is not to be vested until after three (3) years of continuous service with the Logan Township Police Department.
3. All vacation time shall be paid at established annual salary rates.

4. All vacations shall be taken during the current calendar year except an employee may carry over an amount equal to that which he/she earned the previous year (e.g. employee with 7 years service may carry over 15 days vacation time). If there are extraordinary circumstances which create a situation where an employee can not use all of his/her vacation time (less one year's accrual), the employee may request special consideration from the Mayor and Council to carry over additional vacation time. Any special consideration of carry over vacation time granted by the governing body must be used within ninety (90) days after the circumstances which caused the request have changed. The determination of the governing body will be final.
5. Any employee who is entitled to vacation shall, at his/her option, be allowed to take said vacation in consecutive weeks and/or days provided it does not unreasonably interfere with departmental operations and further provided that the Chief of Police grants approval, which approval shall not be unreasonably withheld.
6. This provision is subject to the condition that not more than two (2) employees may take vacation at any given time.
7. In general, and unless operational needs of the Department dictate to the contrary, vacation selection shall occur on the basis of **rank**. All vacation time may be delayed to another time based on operational needs of the Department as identified by the Chief of Police.
8. Vacation requests require twenty (20) days prior notice if vacation time requested will result in overtime or a schedule change.

## **ARTICLE XXII - HOLIDAYS**

1. Each employee covered by this Agreement shall be granted pay for thirteen (13) holidays per year. Pay for holidays shall be made pursuant to a schedule established by the Employer. The Employer agrees to distribute actual holidays worked in a reasonably equitable manner based upon the operational requirements of the Department.
2. Employees shall receive twelve (12) hours straight time for thirteen (13) paid holidays. This amount is included in the employee's base pay. Any employee working during the enumerated holidays shall be paid an additional amount at a rate of one-half (½) times for actual hours worked.
3. The following holidays shall be established for employees covered by this Agreement:

New Year's Day  
President's Day  
Good Friday  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Day  
Columbus Day  
Martin Luther King Day

## **ARTICLE XXIII - PERSONAL HOLIDAYS**

1. Each employee covered by this Agreement shall be entitled to four (4) personal holidays for any purpose whatsoever.
2. Notice of the intent to take a personal holiday on a given date should be provided to the Chief of Police or his designee as soon as possible. A personal day holiday may be used at any time. This provision is subject to the condition that no more than one (1) employee per shift may take a personal day at any given time. Notwithstanding the foregoing, personal holidays may not be taken on the designated contractual holidays listed in Article XXII.
3. In the event an employee does not utilize the personal holidays or any part thereof granted in the calendar year, said personal holidays or any part thereof shall not be accumulated from year to year, nor shall the employee receive any compensation whatsoever because the employee did not avail himself/herself of the personal holidays or any part thereof.
4. An employee shall receive one (1) additional personal day for every six (6) month period in which he/she uses no sick leave. For purposes of this Section, a "six (6) month period" shall be defined to mean January to June, inclusive, and July to December, inclusive. The employee may utilize this additional personal day, with the approval of the Chief of Police, if notice is provided at least one (1) week prior to the date desired. The request will be denied if usage will result in overtime cost to the Township. Notwithstanding the foregoing, and subject only to Township's non-negotiable right to establish minimum manning levels, the employee will be permitted to utilize the additional personal day within ninety (90) days of earning same. Additional personal days earned under the provisions of the Section shall be neither accumulated or cashed out under any circumstance.

## **ARTICLE XXIV - LEAVE OF ABSENCE**

### **1. Temporary Illness Leave:**

The purpose of this section is to provide sick leave benefits to permanent employees who are temporarily disabled by illness or accident.

- A. “Sick Leave” is defined as absence from duty by an employee because of personal illness, injury or exposure to a contagious disease requiring quarantine so that the employee is unable to perform the usual duties of his/her assigned position. “Sick Leave” shall not include absences due to an injury or illness arising out of or during the course of employment. An employee who does not expect to report to work because of personal illness, or for any other reason, shall notify his/her immediate superior, or some other authorized person in his/her particular employment unit by telephone or personal message at the beginning hour of work for his/her position.
- B. After three (3) days, a medical certificate shall be obtained from a practicing and licensed physician to establish proof of illness or quarantine for up to **three (3)** occurrences. One (1) occurrence is equal to one (1) day or any number of consecutive days greater than three (3) that is documented by a doctor’s note. After three (3) occurrences in any calendar year, a doctor’s certificate shall be required after the first day of any subsequent occurrence. Upon receiving said proof of illness after the second (3<sup>rd</sup>) occurrence and/or any extended proof of illness, the employer reserves the right to require the officer to be examined by a physician or other health care provider of the employer’s choosing.
- C. Total sick leave shall not exceed a total of one-hundred twenty (120) twelve (12)

hour working days per calendar year.

- D. It shall be understood that the Employer will pay the full salary of the employee for such period of time as the employee shall be eligible for temporary illness leave.
- E. Whenever the attending physician, or a physician designated by the Employer, shall report in writing that an employee is fit for duty, such employee shall forthwith report for duty; if said employee does not so report, his pay shall be terminated. Such duty may include return to work for light duty which shall be limited to office work.

## **ARTICLE XXV - LEAVE DUE TO DEATH IN IMMEDIATE FAMILY**

1. The Employer will pay for five (5) working days of time off before and including the day of the funeral, provided the employee is required to assist in the arrangements for and personally attends the funeral, for the death of the employee's current spouse and children, or for the death of the employee's parents, step-parents or foster parents, the parents, step-parents of the employee's spouse, the employee's brother and sister, the employee's grandparents and grandchildren, and the brothers, sisters or grandparents of the employee's spouse.

## **ARTICLE XXVI - MILITARY LEAVE**

1. An employee who is member of a National Guard or Naval Militia or of the Military or Naval Forces of the United States and is required to engage in field training therein shall be granted a leave of absence with pay for the period of such training. This leave shall be in addition to the annual vacation leave. In the pay period following his/her return from such military leave of absence, the Employer will pay the employee and amount which, when totaled with the military pay, will equal his/her regular pay for such period of time as the employee served on military leave.
  
2. If an employee, according to his personal family status, is subject to military duty by call of the United States Government, under the Selective Service Act, all rights and privileges of such employee, as established by the United States Government, shall be recognized and complied with by the Township of Logan.

## **ARTICLE XXVII - LEAVE OF ABSENCE WITHOUT PAY**

1. A permanent employee who desires, after reasonable notice, to secure leave from his/her regular duties, with approval of the Township Council, may be granted a special leave of absence, for a period not to exceed six (6) months as authorized by N.J.S.A. 40A:14-136. An extension of such leave may be granted by the Township Council for such period as may be determined by them to be in the best interests of the Township of Logan.
2. This leave of absence shall be without pay.
3. This request for a leave of absence shall be in writing to the Mayor and Council and shall be signed by the employee. No employee shall be required to take a leave of absence without the written consent of the employee; provided, however, that this provision does not apply to the Township 's right to suspend employees without pay.

**ARTICLE XXVIII-LEAVE OF ABSENCE AS A**  
**RESULT OF INJURY IN THE LINE DUTY**

1. When an employee is injured in the line of duty, the Employer shall, in accordance with N.J.S.A. 40A:14-137, pass a resolution providing the employee up to one (1) year leave of absence with pay.
2. In the event an employee receives a leave of absence with pay due to injury arising while in the line of duty, said employee shall assign the proceeds of workers compensation benefits for temporary total disability for the period salary was received during the leave of absence.

## **ARTICLE XXIX-CLOTHING**

1. At the Employer's expense the Employer shall supply all employees with the uniforms and equipment, including foul weather gear, as listed in Appendix "A", as is determined on an annual basis by the Chief of Police or his/her designated representative.
  
2. If any part of an employee's uniform, not supplied by the Employer, is destroyed or damaged in the line of duty, it shall be the responsibility of the Employer to replace same. Repair or replacement cost of personal effects shall not exceed one-hundred fifty dollars (\$150.00). Except that the repair and replacement cost of watches destroyed or damage in the line of duty shall be capped at fifty dollars (\$50.00). The Employer reserves the option to provide watches as part of the basic uniform requirements for all personnel, and further reserves the right to direct when repairs and/or replacement of the items damaged shall occur.
  
3. Any employee assigned by the Chief of Police to regularly perform full-time investigatory, "plain clothes," non-patrol police functions shall receive a clothing allowance of eight hundred fifty dollars (\$850.00) per calendar year. If the employee is assigned to such functions for less than a full calendar year this clothing allowance shall be pro-rated on a monthly basis. Any payments made under this Section shall be deducted from the cost of the normal uniform re-issue the employee would otherwise have received for the year. The employee shall be entitled utilize the Township's clothing maintenance service to the same extend as uniformed employees.

## **ARTICLE XXX - CLOTHING MAINTENANCE SERVICE**

1. All employees covered by the Agreement shall have available to them a cleaning/repair service for all uniforms and other equipment. All items will be dropped off for cleaning/repair at Police Headquarters.

## **ARTICLE XXXI - EDUCATION, POLICE TRAINING,**

### **ACADEMY AND TECHNICAL SCHOOLS**

1. A notice advising employees of the availability of schools and seminars shall be posted for inspection by the employees.
2. Employees attending police schools and/or seminars which are required by the Chief of Police in order to upgrade the efficiency of the Department shall be compensated at a rate not to exceed the employee's time and one-half (1 ½ ) rate for each hour in attendance while said employee is off duty.
3. Employees attending police schools and/or seminars which are required by the Chief of Police shall be reimbursed for actual meals, tolls and car expenses in accordance with the schedule established herein:
  - A. Mileage shall be reimbursed at the then-prevailing IRS rate.
  - B. Actual tolls.
  - C. A maximum of ten dollars (\$10.00) for luncheon where not provided as part of the school or seminar, payable upon submission of a voucher and receipt for amounts actually expended.
  - D. A maximum of fifteen dollars (\$15.00) for dinner where not provided as part of the school or seminar, payable upon submission of a voucher and receipt for amounts actually expended.
  - E. The expense of a room where not provided as part of the school or seminar.

- F. The costs of said school, seminar, or additional training shall be at the expense of the Employer, if the employee is required to attend.
4. Employees shall voluntarily attend with notification given the Chief of Police. However, the cost of such school, seminar or additional training shall be at the personal expense of the employee unless alternative arrangements are mutually agreed upon. All schools or training will be paid on an hourly basis.

## **ARTICLE XXXII - EDUCATION/COLLEGE AND NON-POLICE ACADEMY SCHOOLS**

1. Employees covered by this Agreement, enrolled at an accredited school of higher and/or advanced learning, will be compensated in full for cost for cost of tuition for up to six (6) credit hours per semester for course work towards a degree (Associate, Bachelor or Post-Graduate) in Police Science (or any police related field of study), provided that the employee achieves a grade higher than 2.5 on a 4 point scale, or its equivalent, in each course for which he/she is seeking reimbursement. Reimbursement shall be paid at the conclusion of the course(s) and upon submission of a Registrar's transcript verifying completion of the course(s), the total credit hours and grade(s) received.
2. No payment shall be made unless the employee shall give prior notice to the Employer, through the Employer's representative, the Chief of Police. The Township of Logan encourages continued education in the field of law enforcement and the specialized areas thereof.
3. This section shall not be so construed as to indicate willingness on the part of the Employer and the Chief of Police to encourage continued education in the field of law enforcement and the specialized areas thereof.

## **ARTICLE XXXIII - DEGREE COMPENSATION**

1. Any employee covered by this Agreement who holds an Associate's Degree (A.A., A.S., or A.A.S.) in Police Science, or any police related field of study, shall be compensated at the rate of five-hundred dollars (\$500.00) per year.
2. Any employee covered by this Agreement who holds a Bachelor's Degree (B.A., or B.S.) in Police Science, or any related field of study, shall be compensated at the rate of one-thousand dollar (\$1,000.00) per year.
3. Any employee covered by this Agreement who holds a Master's Degree (M.A., or M.S.) in Police Science, or any related field of study, shall be compensated at the rate of one-thousand five-hundred dollar (\$1,500.00) per year.
4. This compensation shall be in addition to any other compensation earned by the said employee during the calendar year.
5. Payments made pursuant to this section shall be paid to said employee during the first pay of the twelfth (12<sup>th</sup>) month of the calendar year. It is the responsibility of the employee to submit a voucher to the Chief of Police for any funds that are due him/her under this section.

## **ARTICLE XXXIV - DUES COMPENSATION**

1. The Employer agrees that, upon receipt of an appropriate authorized card, the Employer will deduct such regular dues from an employee's pay as indicated by the employee for membership in any police association.
2. It should be clearly understood that employees must authorize such deductions and that such is a voluntary authorization. It is understood that the employee may withdraw such authorization pursuant to New Jersey statutes or laws.
3. Deductions made on behalf of the Association shall be transmitted to the Association Treasurer pursuant to a schedule mutually established by the parties.

## **ARTICLE XXXV - DURATION**

1. This Agreement shall be effective retroactive to January 1, 2005 and shall remain in full force and effect until December 31, 2008.
2. This Agreement shall not be changed or altered in any way during the term of this Agreement without the written consent of the parties thereof, provided the terms within of this Agreement are followed.
3. On or after September 1, 2008, either party may serve notice upon the other of intent to commence negotiations for a new agreement. The parties will make every effort, after notice is served, to promptly commence negotiations.
4. In the event negotiations continue after December 31, 2008, the terms and conditions of this Agreement shall continue in full force and effect until a new agreement is executed.

## **ARTICLE XXXVI - SALARIES**

1. For the purpose of this Agreement base salary shall be the highest salary that the employee is duly authorized to receive at the beginning of each calendar year. Salaries for employees shall be paid in accordance with the attached Appendix B.
2. Across-the-board increases on all steps of the contractual salary guide except 5<sup>th</sup> Class Patrol Officer, Tier A and Tier B in accordance with the following formula:  
3.5% effective January 1, 2005  
4.0% effective January 1, 2006  
4.0% effective January 1, 2007  
4.0% effective January 1, 2008

The salary of a 5<sup>th</sup> Class Officer, hired after the signing of this contract, shall remain frozen at \$45,200.47 for the life of the contract.

Tier A shall remain frozen at \$37,674.22 for the life of the contract.

Tier B shall remain frozen at \$27, 000.00 for the life of the contract.

3. Step movement from class to class shall occur on the Officer's anniversary date. Effective January 1, 2002 step movement shall be conditioned upon a satisfactory annual evaluation by the Chief. If the Chief withholds the step increment, the Officer and the PBA may appeal the decision to a review panel chaired by the Mayor, joined by the Administrator and a representative of the PBA Local. The decision of the review panel shall be final.
4. Effective January 1, 2002, the following provisions shall apply to new hires.
  1. Tier B shall apply to any untrained candidate officer, who shall receive a salary of \$27,000.00 pro-rated hourly rate until the successful completion of the police academy and the departmental FTO program.
  2. Tier A shall apply to any officer that is Police Training Commission certified with less than two years of full-time experience, not including experience as a special

police officer.

3. Upon the recommendation of the Chief of Police and the approval of the Mayor, an officer appointed after January 1, 2002 that has five years of full-time experience, not including experience as a special officer, may be appointed as a fourth class officer. This consideration may be applied at the discretion of the Mayor, and his decision shall be final.
4. Upon the recommendation of the Chief of Police and the approval of the Mayor, an officer appointed after January 1, 2002 that has full-time experience, not including experience as a special officer, may be appointed as a probationary officer. The Mayor, with the recommendation of the Chief of Police, shall determine the class and pay scale for said officer; however, the class and pay scale shall not be higher than fourth class, unless negotiated with the PBA Local 122. The Mayor's decision shall prevail and be final regarding the class and salary level within the terms of this agreement.
5. The probationary period shall be at least one (1) year from the date of hire, commencing the first day of hire and continuing until one (1) year after successfully completing initial training at the Police Academy, unless modified by the Chief of Police in writing to the probationary officer and the Mayor and/or his designee. However the probationary period shall not exceed eighteen (18) months.

## **ARTICLE XXXVII - LONGEVITY**

1. Longevity shall be calculated only on the time spent by employees covered by this Agreement in the employment of the Logan Township Police Department. Any employment spent in other police departments or other law enforcement agencies shall not be used to calculate Longevity. Longevity shall be included in the Employee's annual salary for all calculation purposes and paid by the Employer to all eligible officers under this Agreement, over 26 pays, in accordance with the Township's regular payroll practices.

2. Longevity shall be paid according to the following schedule:

\*Longevity award amount is percentage of base salary

<b>Time of Service with Logan Township</b>	<b>Agreement Year: 2005</b>	<b>Agreement Year: 2006-2007      2008</b>	
After 5 Years	2.0%	2.25%	2.50%
After 10 Years	2.5%	2.75%	3.0%
After 15 Years	3.0%	3.25%	3.5%
After 20 Years	3.5%	3.75%	4.0%
After 25 Years	4.0%	4.25%	4.5%

## **ARTICLE XXXVIII - SERGEANT AND LIEUTENANT PROMOTIONS**

1. Promotions to the rank of Sergeant and the rank of Lieutenant shall be made at the discretion of the Township Council and in accordance with *N.J.S.A. 40A:14-130*.

## **ARTICLE XXXIX - PROBATION TIME FOR EXPERIENCED OFFICERS**

1. Each newly appointed officer whose initial appointment was a grade higher than Fourth Class Officer due to prior experience or completion of training prior to the day of hire, shall be on a probation period of six (6) months, commencing from the day of hire.

## **ARTICLE XL - PAYMENT OF SALARY**

1. The employee's annual salary shall be computed over the twelve (12) month period of the calendar year; that is January 1 to December 31.
2. The amount of salary shall be paid to the employee in twenty-six (26) installments during the calendar year pay period; that is, bi-weekly (or every other week).

## **ARTICLE XLI - OVERTIME**

1. "Overtime" is defined as working time in excess of 168 hours in any twenty-eight (28) day period. Overtime pay shall be paid at the rate of one and one-half (1 ½ ) time the employee's prevailing hourly wage rate.
3. Overtime, when applicable, shall be paid in the earliest pay period following the accrual of the overtime hours.
4. Hourly rates for the purposes of computing overtime will be calculated by dividing annual salary by 2,184, as long as the twelve (12) hour shifts remain in effect.

## **ARTICLE XLII - PHYSICAL EXAMINATIONS**

1. The Employer shall provide or pay for one (1) complete physical examination each year, to the extent a physical examination is not covered by the health insurance plan. This provision shall not alter, in any way, the Employer's power if any to require a member to undergo an examination by the Township's Physician.

### **ARTICLE XLIII - WORKOUT ROOM**

1. A workout room shall be provided and made available to all employees covered by this Agreement.

## **ARTICLE XLIV – FITNESS INCENTIVE**

1. Participation in the Fitness Incentive Program is voluntary.
2. A fitness incentive will be awarded annually on the basis of results from a test administer by the Logan Township Police Department.
3. To be eligible for the incentive, the officer will need to participate in all tasks given, as per the Fitness Directive, Directive #25, and attain at least a 65 percent score overall.
4. The scores will be averaged with equal weighting and the mean score of the tests will determine the level of fitness incentive.
5. Training will be provided with nutrition, physical fitness and time to prepare.
6. The test will be administered in October of each year, weather and conditions permitting.
7. The incentive is available during the term of this Agreement to those officers who participate in this program, concluding with the annual test and attaining at least a 65 percent overall score. Officers scoring below 65 percent in the test are not eligible for the incentive.

### **INCENTIVE AMOUNTS:**

LEVEL 1. \$750.00 (Attain 89%—100% score)

LEVEL 2. \$500.00 (Attain 76—88% score)

LEVEL 3. \$250.00 (Attain 65%—75% score)

**ARTICLE XLV - STIPEND FOR DETECTIVE SERGEANT AND  
DETECTIVE/INVESTIGATOR PERFORMING FULL-TIME INVESTIGATORY  
FUNCTIONS**

1. An officer promoted to Detective Sergeant or Detective who regularly perform full-time investigatory, "plain clothes", non-patrol police functions shall receive a stipend at the rate of \$1,800.00 per calendar year. Eligibility for this stipend shall be determined on an annual basis and the annual stipend will be pro-rated accordingly. This Stipend shall be included in the Employee's annual salary for all calculation purposes and paid by the Employer to all eligible officers under this Agreement, over 26 pays, in accordance with the Township's regular payroll practices.
2. The Detective Sergeant, Detective or an officer assigned to the position of investigator shall receive three hours overtime compensation pay for Duty Shift Review Training as per the Chief of Police or his designee. Only one officer per week will be assigned to Duty Shift Review and eligible for the three hours overtime compensation.

## **ARTICLE XLVI - STIPEND FOR PERFORMING FULL-TIME K-9 OFFICER DUTIES**

1.. An Employee assigned by the Chief of Police to regularly perform full-time K-9 Officer duties shall receive a stipend at the rate of \$1600.00 per calendar year, payable in the first paycheck in November of each year for the term of this Agreement, for the reasonable and customary care of the K-9 dog. Eligibility for this stipend shall be determined on an annual basis and the annual stipend will be pro-rated accordingly.

## **ARTICLE XLVII - PAY FOR ACTING SHIFT LEADER**

1. Any patrol officer who is assigned by the Chief of Police to act as Shift Leader for fourteen (14) consecutive calendar days, due to the failure of the Employer to assign a Sergeant to act as a regular Shift Leader, shall be compensated at the Sergeant's rate of pay as long as he/she fills that function.

**IN WITNESS WHEREOF**, the Employer has caused this Agreement to be assigned in its name or its Mayor and his corporate seal to be hereunto affixed and attested to by its Municipal Clerk, and the members of the Association have hereunto set their hands.

**TOWNSHIP OF LOGAN**

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**Frank W. Minor, Mayor**

**ATTEST:**

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**Elizabeth Bullock, Clerk**

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**Date**

**LOGAN TOWNSHIP POLICE ASSOCIATION**

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**Date**

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## **APPENDIX A - UNIFORM**

The following items of clothing and equipment shall be provided by the employer during each calendar year:

- Two (2) pair of shoes, up to a maximum expenditure of \$180 per calendar year
- Two (2) pair of pants
- Two (2) long sleeve shirts
- Two (2) short sleeve shirts

The following items of clothing and equipment may be provided as needed during each calendar year:

- Two (2) pair of pants
- Two (2) long sleeve shirts
- Two (2) short sleeve shirts

And any other necessary items of clothing and equipment as the above items wear out.