

**AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF BYRAM**

**AND**

**SUSSEX COUNTY PBA LOCAL 138  
(BYRAM TOWNSHIP UNIT)**

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**JANUARY 1, 2016 through DECEMBER 31, 2017**

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**LAW OFFICE:**

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**PREAMBLE**

A. **THIS AGREEMENT** made retroactive to the 1<sup>st</sup> day of January, 2016, by and between **THE TOWNSHIP OF BYRAM**, a municipal corporation located in the County of Sussex and the State of New Jersey, hereinafter designated "**Township**" or "**Employer**", and the **PBA LOCAL 138** of the Township of Byram, being an Association of all the policemen of the rank of Lieutenant and below, which are affected by this Agreement, which said collective body is hereinafter designated as the "**Association**".

B. For purposes of this Agreement, the term "Police Officer" or "Employee" shall be defined as a full time uniformed Police Officer employed on a permanent basis, and to include the plural as well as the singular, and to include females as well as males. Special Police, school crossing guards, and police matrons are expressly excluded.

**ARTICLE I**

**RECOGNITION AND EXCLUSIVITY OF REPRESENTATION**

The Employer agrees that it will not enter into any contract or Memorandum of Agreement with anyone regarding terms and conditions of employment other than the Association with regard to the categories of personnel covered by this Agreement during the term of this Agreement.

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**ARTICLE II**  
**REPLACEMENTS**

A. No full time Employee covered by this Agreement shall be replaced by a non-Police Officer, part time or other personnel.

B. No post presently filled by a full time Employee covered by this Agreement shall be covered by any non-Police Officer, part time or other personnel.

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**ARTICLE III**

**ASSOCIATION REPRESENTATIVES**

A. The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.

B. The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

C. The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and representation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The transmissions of such messages and information which shall originate with, and are authorized by the Association or its Officers.

D. During collective negotiations, the Employer shall excuse one (1) Officer for the purpose of attending mutually scheduled negotiation sessions. If the Officer is on regular duty during the negotiations sessions, the Officer shall be in appropriate uniform, ready to respond to emergency calls and shall be paid at his regular rate of pay.



**ARTICLE IV**

**PBA REPRESENTATIVES**

A. The Employer agrees to grant the necessary time off without loss of straight time pay to two duly authorized members of the Association to attend State Conventions of the New Jersey Policemen's Benevolent Association.

B. The PBA shall be provided with one hundred twenty (120) hours of PBA business time off annually for use by elected PBA representatives. This clause shall be in addition to the statutory rights provided under N.J.S.A. 40A:14-177.

**ARTICLE V**  
**MANAGEMENT RIGHTS**

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

1. To the executive management and administrative control of the Township Government and its properties and facilities, and the activities of its Employees;

2. To hire all 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;

3. To suspend, demote, discharge or take disciplinary action for good and just cause according to law.

B. 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 or State Laws.

**ARTICLE VI**  
**NO STRIKE PLEDGE**

A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. 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 duty, or willful absence of an Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment) work stoppage, slowdown, walk-out or other job action against the Township.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out, or job action, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Township to take appropriate disciplinary action including possible discharge in accordance

with the applicable law.

E. Nothing contained in the Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

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**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

**A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise as to the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

**B. Definition**

1. The term "grievance" shall cover issues of application or interpretations of this Agreement, and is meant to provide means by which Employees covered by this Agreement may appeal the interpretation, application, or violation of policies, agreements and administrative decisions affecting them.

2. A grievance may be raised by an Employee, or group of Employees covered by this Agreement.

**C. Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

**STEP ONE**

The aggrieved Employee shall first notify the Chief of Police, or his designee, of the nature of the grievance within seven (7) calendar days after the event giving rise to the grievance. Said notification must be in writing setting forth the nature of the grievance. Within five (5) calendar days after receiving such written grievance, the Chief shall arrange to meet with the complainant for the purpose of attempting to adjust or resolve such grievance. The Chief shall give his decision in writing within five (5) calendar days after such meeting.

**STEP TWO**

If the aggrieved Employee(s) wish(es) to appeal the decision of the Chief of Police, or his designee, or in the event that the Chief of Police or his designee fails to respond within the time provided, then the aggrieved Employee(s) shall present the grievance to the Township Manager, or his designee, within ten (10) calendar days. Said notification must be in writing setting forth the nature of the grievance. Within five (5) calendar days after receiving such written grievance, the Township Manager or his designee shall arrange to meet the complainant for the purpose of attempting to adjust or resolve such grievance. The Township Manager or his designee shall give his decision in writing within twenty-one (21) days after such meeting.

### **STEP THREE**

If no satisfactory resolution of the grievance is reached at Step Two, then within seven (7) calendar days, the grievance may be referred to binding arbitration. An Arbitrator shall be selected in accordance with the procedures of the Public Employment Relations Commission. However, no arbitration shall be held for a period of thirty (30) days. In the event the aggrieved party or the Association files for a review by the Department of Personnel, the matter shall be withdrawn from arbitration and all filing costs shall be borne by the aggrieved or the Association.

1. Unless the parties agree otherwise, no more than one (1) issue (aside from the issue of arbitrability) shall be presented to an arbitrator in any single case.

2. The fees and expenses of the Arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

3. The Arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.

4. The decision of the Arbitrator shall be in writing with the reasons therefor and shall be binding upon the parties; subject, however, to any applicable statutes and case law available to the parties.

5. Either the Township or the Association may waive any of the steps of the grievance procedure, but said waiver can only be done in writing with the consent of the other party in question.

6. The time limits set forth herein shall be strictly adhered to. If any grievance has

not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the succeeding step in the grievance procedure within the time limits prescribed, the disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to expand or contract the time limits provided for processing the grievance at any step in the grievance procedure.

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**ARTICLE VIII**  
**DUES CHECK-OFF**

- A. Upon presentation to the Employer of a dues check-off card signed by individual Employees, the Employer will deduct from such Employee's periodic salaries the amount of Association dues set forth on said dues check-off authorization card.
- B. Changes in the amount of said dues shall not be made more than two (2) times per calendar year.
- C. Thereafter, the Employer will, as soon as practicable, forward a check in the amount of all dues withheld for the purpose to the Association representative entitled to receive same.
- D. The said Association representative shall be appointed by resolution of the Association and certified to the Employer by the Association. The sole obligation of the Township shall be to deduct the dues and forward same to the Association representative.
- E. The Association agrees to indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in accordance with the instructions of the Association pursuant to this Article.

**ARTICLE IX**

**AGENCY SHOP**

A. If an Employee does not become a member of the Association during any membership year (from January 1 to the following December 31) which is covered in whole or in part by the Agreement, said Employee will be required to pay a representative fee to the Association for the membership year. The purpose of this fee will be to offset the Employee's per capita cost of services rendered by the Association as majority representative.

**B. Membership Dues, Fees & Assessments-Representation Fee**

1. Prior to the beginning of each membership year, the Association will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

2. In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at eighty-five (85%) percent of that amount solely because that is the maximum presently allowed by law.

**C. Representation Fee Deduction**

1. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Employer a list of those Employees who have not become members of the Association for the then current membership year. The Employer will deduct from the salaries of such Employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted by the Association.

2. The Employer will deduct the representation fee in equal installments as nearly as possible from the paychecks paid to each Employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

a. Within twenty-one (21) days after the receipt of the aforesaid list by the Employer; or

b. Within thirty (30) days after the Employee begins his or her employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the Employee's employment in a bargaining unit position, whichever is later.

3. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.



4. The Association will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than twenty-one (21) days after the Employer received said notice.

5. On or about the last day of each month, the Employer will submit to the Association, a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such Employees.

**D. Demand and Return System**

PBA Local 138 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6 and membership in PBA Local 138 shall be available to all Employees in the unit on an equal basis at all times. In the event PBA Local 138 fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

E. The Association agrees to indemnify, defend and save the Township harmless against any and all claims, suits or other forms of liability that may arise out of or by reason of action taken by the Township as a result of fulfilling its obligations under this Article.



**ARTICLE X**

**OVERTIME, WORK WEEK & WORK DAY**

A. Overtime shall be defined as work in excess of a regularly scheduled tour of duty or in excess of eighty (80) hours worked during a fourteen (14) day cycle. Overtime shall be paid at time and one-half the Employee's straight rate in cash compensation or in compensatory time (1½ hours for each hour worked) which shall accumulate in comp time off (CTO) bank. CTO shall be taken at the Employee's request, subject to the approval of the Chief of Police. After a member covered by this agreement has accumulated over four hundred forty-four (444) hours in his CTO bank, the Chief of Police may, at his discretion, schedule said member time off to reduce his CTO bank to four hundred forty-four (444) hours. Time off for this purpose shall be granted in an amount equal to one working day. The Employee shall have the sole option to elect cash compensation or CTO for purposes other than CTO accrued as a result of the twelve (12) hour scheduling option. The utilization of CTO shall be subject to law. Overtime shall be paid on a semi-monthly basis with pay periods falling on the 15<sup>th</sup> and 30<sup>th</sup> of the month.

B. All overtime tours of duty shall be offered to the full-time regularly employed members of the force prior to offering such overtime to part-time Employees or any other person. In addition, all overtime will be offered to said full-time Employees in order of available seniority. However, nothing herein shall prevent the offering of overtime outside the order of seniority in the event said overtime function is that of a specific duty with respect to a specialized area to which said Employee has been assigned by the Chief of

Police.

When management determines there is a need for overtime on the subsequent shift then those working shall be provided with the first opportunity to holdover and work hours into the subsequent shift as long as the overtime is for four (4) hours or less.

When management determines a need for coverage arises late in a shift, then those Officers assigned to working the subsequent shift will be given the first opportunity to work by coming in early on overtime as long as the overtime is for four (4) hours or less.

In no event shall an Employee work more than sixteen (16) continuous hours as a result of an overtime assignment as set forth in this provision.

C. Any Employee covered by this Agreement shall receive the pay of the higher rank when assigned the job duties of the higher rank for the actual time spent in the higher capacity. The rate of pay (straight or time and one-half) shall be defined by the regularly scheduled tours of duty of the Officer working in the higher rank.

D. It is understood and agreed that when no supervisory position is assigned by the Department, Police Officers shall not be responsible for other than their own duties.

E. The established duty schedule for any Employee covered by this Agreement will not be amended to eliminate or reduce already accumulated overtime by reduction in scheduled work hours except where the Employee elects CTO. The established schedule can be adjusted by management for the purpose of training with a minimum of four (4) weeks prior notice, unless waived by the Employee or in the event of an emergency as defined by N.J.S.A. 40A:14-134 or when mandated by such appropriate authority as the Attorney General or County Prosecutor.

F. No member covered under this Agreement shall be scheduled to work more than six (6) consecutive regular tours of duty nor shall he receive less than two (2) consecutive regular days off. If a member works six (6) consecutive regular tours of duty, said member shall receive two (2) consecutive regularly scheduled days off immediately following the regularly scheduled six (6) tours of duty. No member shall have less than eight (8) hours off between regularly scheduled tours of duty. A member can waive this paragraph if he so desires.

G. All work schedules shall be posted at least four (4) weeks in advance of the time scheduled pursuant to current practice.

H. The Township of Byram agrees to continue the twelve (12) hour shift duty schedule. The schedule may at any time be returned to an eight (8) hour tour of duty at the discretion of the Chief of Police upon thirty (30) days notice.

The twelve (12) hour schedule will consist of eighty-four (84) regularly schedule hours in a fourteen (14) day cycle, four (4) hours of which shall be accumulated in a compensatory time off bank at time and one-half.

I. Lieutenant may work a ten (10) hour shift schedule. The schedule shall be a four (4) on three (3) off concept, hours to be determined by the Chief of Police. All other contractual scheduling requirements apply.

J. One member may be assigned as a "Traffic Officer" and may work a ten (10) hour shift schedule. Hours will be determined by the Chief of Police based on need. All other contractual scheduling requirements apply. Assignment of member to "Traffic Officer" shall be at the discretion of the Chief of Police with the consent of the assigned member.

K. Members shall be authorized to make mutually agreeable and voluntary individual single day shift changes with the approval of the Chief of Police.

**ARTICLE XI**

**HOURLY RATE AND OVERTIME RATE**

A. To compute the Employee's base hourly rate for overtime or other purposes, the Employee's yearly base pay together with longevity entitlement shall be divided by two thousand eighty (2080) hours.

B. On those occasions where the Employee is entitled to time and one-half, the rate shall be computed by multiplying the hourly rate by one hundred and fifty percent (150%).





**ARTICLE XII**

**RECALL**

Any Employee who is called back to work after having completed his regularly scheduled shift or during a scheduled day off shall be guaranteed four (4) hours pay at the time and one-half (1½x) rate provided the time is not contiguous to the workday. If the time is contiguous to the workday, the Employee will be paid at the time and one-half (1½) rate for the actual time worked only.



**ARTICLE XIII**

**SALARIES**

A. The base annual salaries of all Employees covered by this Agreement shall be set forth in Schedule "A" and Schedule "A-1".

B. The base annual salaries for Employees under Schedule "A" and Schedule "A-1" shall be deemed effective on the dates specified and any monies due Employees by virtue of any economic or benefit clause shall be paid as soon after the execution of this Agreement as practicable or as specified by this Agreement.



**ARTICLE XIV**

**LONGEVITY**

A. All members shall be entitled to longevity payments in addition to an Employee's base annual salary in accordance with the following schedule.

- |  |      |
|--|------|
| 1. In the 6th year of employment<br>and thereafter, until the 10th year  | 1.5% |
| 2. In the 10th year of employment<br>and thereafter, until the 15th year | 3%   |
| 3. In the 15th year of employment<br>and thereafter, until the 20th year | 5%   |
| 4. In the 20th year of employment<br>and thereafter, until the 25th year | 7%   |
| 5. In the 25th year of employment<br>and indefinitely thereafter         | 8%   |

B. Each Employee's longevity entitlement shall be paid along with regular semi-monthly pay periods falling of the 15<sup>th</sup> and 30<sup>th</sup> of the month and shall be utilized for all calculation purposes.



**ARTICLE XV**

**DETECTIVE INCREMENT**

Any member duly assigned Detective Duty shall receive an additional One Thousand Five Hundred Dollars (\$1,500.00) increment per *annum* for said assignment on a pro rata basis. Said increment shall not be computed as additional salary for purposes of overtime.



## **ARTICLE XVI**

### **COURT TIME**

A. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other courts or administrative bodies as a direct result of his official duties as a Police Officer.

B. Required court time above the regular scheduled tour of duty shall be compensated at time and one-half (1½) the Employee's base hourly rate.

C. When an Employee covered under this Agreement shall be required to travel to and from any of the courts or administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of time to which the Employee is entitled, provided however, that such travel time shall be computed between the Employer's Police Headquarters and the pertinent court or administrative body.

D. The amount of time to which an Employee may be entitled under this Article shall be the actual time required including waiting time in the court or administrative body, together with any applicable travel time provided, however, that the Employee's entitlement to compensation under this Article shall not be less than two (2) hours at the time and one-half rate. Employees shall be guaranteed a four (4) hour minimum per court appearance at the time and one-half rate except for Byram Township Municipal Court which shall remain a two (2) hour minimum. In the event that an Officer completes his court duties in less time, the Township reserves the right to assign the Officer to "on duty" status for the time remaining.



**ARTICLE XVII**

**TRAINING PAY**

The Employer agrees to compensate all Employees covered by this Agreement at the time and one-half (1½) rate for attending training courses on off-duty time with a three (3) hour minimum at the time and one-half (1½) rate per training session.

**ARTICLE XVIII**

**EDUCATIONAL INCENTIVE**

A. In addition to all other wages and benefits provided in this Agreement, each Employee shall be entitled to an additional payment, if the Employee is qualified for same, pursuant to the qualifications and limitations as set forth in Schedule "B".

B. Employees shall be required to obtain preliminary approval from the Chief of Police before taking any course for which reimbursement is expected. Pre-approval will be based upon the criteria set forth in paragraph C of Schedule "B".

**ARTICLE XIX**  
**PERSONAL LEAVE**

Each Employee shall have thirty-six (36) hours of personal leave time per year. For purposes of this clause, an Employee shall not be required to advise his superior of the reason for the personal leave time. Personal leave time may be accumulated in the same manner as vacation days, except however no more than twenty-four (24) hours of personal leave time per calendar year may be carried forward into the following calendar year.





**ARTICLE XX**

**VACATIONS**

A. The vacation allowance shall be set forth in this Agreement in Schedule "C".

B. When in any calendar year the vacation or any part thereof is not granted by reason of police activities, and any portion thereof is not utilized during the balance of that calendar year, such unused part of the vacation shall be granted during the next succeeding year.

C. If an Employee is on vacation and becomes sufficiently ill or as to require hospitalization for four (4) days or more, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

D. No Employee who is on vacation shall be recalled except by the Manager or Chief of Police to meet an emergency confronting the Employer, and then only if there is no other reasonable recourse.

E. Vacations shall be selected on a seniority basis which shall be established by the Department pursuant to the practice which is presently in use.



## **ARTICLE XXI**

### **SICK LEAVE**

A. All permanent full time Employees covered by this Agreement shall be granted sick leave with pay of eight (8) working hours leave for every full month of service during the remainder of their first calendar year of service and one hundred twenty (120) hours sick leave in each calendar year thereafter which shall accumulate from year to year.

B. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, other than work incurred injury, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the Employee or necessary attendance upon a member of the immediate family. (Department of Personnel definition of "immediate family" shall apply).

C. To qualify for payment while absent on sick leave, each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the Officer-in-Charge at least one (1) hour, or sooner if known, before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. Shorter notice shall be permitted in exceptional circumstances which shall be reviewed on a case-by-case basis with final determination by the Chief of Police. An Employee who is absent without such notification shall be charged for each hour absent and will be subject to appropriate action. Sick leave usage shall be calculated on an hourly basis.

D. An Employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if reasonably requested by the Township Manager.

E. Upon termination of employment by retirement, any Employee covered by this

Agreement shall be reimbursed for accumulated sick leave on the basis of one (1) hour pay for each two (2) hours of accumulated sick leave.

F. Upon termination in good standing by any means prior to retirement, any Employee covered by this Agreement shall be reimbursed for accumulated sick days on the basis of one (1) hour pay for each four (4) hours accumulated sick leave. Retirement shall be defined pursuant to the New Jersey Police and Fire Pension statutes.

**ARTICLE XXII**

**WORK INCURRED INJURY**

A. Where an Employee covered under this Agreement suffers a work connected injury or disability, the Township shall continue such Employee at full pay, during the continuance of such Employee's inability to work for a period of up to six (6) months. The Employer may extend this period at its option. During this period of time all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Township.

B. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work; and the Township Manager may reasonably require the said Employee to from time to time present such certificates and/or to submit to examination by a physician selected by the Township.

C. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, a physician employed by the Township or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation, or by the final decision of the last reviewing court, which shall be binding upon the parties.

D. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's compensation court, or, if there is an appeal therefrom, the final decision of the last reviewing court.



**E. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.**



**ARTICLE XXIII**

**BEREAVEMENT LEAVE**

A. All permanent full time Employees covered by this Agreement shall be entitled to twenty-four (24) consecutive working hours leave without loss of regular straight time pay, one (1) leave shift of which shall be the day of death or the day of the funeral, for attendance at functions related to the death in his immediate family.

B. His immediate family shall include the Employee's spouse, children and grandchildren, brothers, sisters, parents and grandparents, as well as the parents, children, brothers and sisters of the Employee's spouse.

C. Such bereavement leave shall not be charged against the Employee's vacation or sick leave.

D. If an Employee requests an extension of absence under this Article, he must have the prior consent of the Township Manager; and any additional bereavement leave in excess of twenty-four (24) hours will be charged against available vacation time or taken without pay for a reasonable period. The denial of extension of bereavement leave shall not be subject to grievance procedure.

E. In case of unusual circumstances not specifically covered by this Article, bereavement leave may be granted or extended at the discretion of the Township Manager.

**ARTICLE XXIV**

**UNIFORMS AND EQUIPMENT**

A. Each new Employee shall receive from the Township, free of charge in lieu of a uniform allowance, a complete uniform. The new issue uniform list shall be as set forth in Schedule E. Thereafter, all unit Employees will receive an annual clothing allowance in the amount of Eight Hundred Seventy-Five Dollars (\$875.00) payable by April 1<sup>st</sup> of each year. The clothing allowance is taxable to the Employee as income, but is not included in the Employee's base pay. The clothing allowance is not pensionable. The clothing allowance is to be pro-rated in the Employee's first and last year of employment.

B. A Police Officer's uniform or personal equipment which is utilized in his capacity as a Police Officer which is damaged during the course of his employment, as a result of a single episode, shall be replaced at the expense of the Township except where such damage is caused by the negligence of the Employee.

C. Any such payments made under the previous paragraph of this Article shall be in addition to the Police Officer's annual uniform allowance otherwise referred to in this Agreement.

D. Any person assigned to the Detective Bureau shall be allowed to use one-hundred percent (100%) of said uniform allowance for the purchase of civilian clothing, but shall be required to maintain all appropriate seasonal uniforms.

**ARTICLE XXV**  
**MILEAGE ALLOWANCE**

A. When an Employee covered by this Agreement is required to leave the Township on official business, the Township shall attempt to provide a Township vehicle. If such vehicle cannot be provided, and if the Employee shall be required to use his personal vehicle in any job-connected capacity, the Officer shall be entitled to an allowance equal to the current Internal Revenue Service allowable mileage rate. Where authorized by the Chief of Police an EZ Pass Toll plate shall be made available to the Officer consistent with State law.

B. When it becomes necessary for the Employee with the approval of the Chief of Police or his designee, while on official out-of-town business or unscheduled duty within the jurisdiction of the municipality, to pay for tolls, parking and meals, the Employer agrees to reimburse the Employee in the following manner: The Employer will reimburse to the Employee the actual cash value for all tolls and parking, and an amount not to exceed Five Dollars (\$5.00) for morning meal; Six Dollars and Fifty Cents (\$6.50) for afternoon meals; and Ten Dollars (\$10.00) for evening meal. All payments will be made upon receipt of proof of payment in the form of a receipt from the Employee.

C. When it becomes necessary for the Employee while on official out-of-town business with the approval of the Chief of Police or his designee, which requires the Employee to engage in his law enforcement duties for an extended period (beyond twelve (12) hours), the Employer shall reimburse the Employee the actual cash value for all necessary expenses incurred.



**ARTICLE XXVI**

**MEDICAL AND DENTAL INSURANCE**

A. Effective September 1, 2013, or as soon thereafter as Employees can be enrolled in new plan choices, the existing Open Access Plan will be eliminated. All current unit Employees will have a choice of enrolling in the Aetna Patriot V Plan, the Aetna HMO plan, the Aetna Preferred Choice Plan, or the Health Savings Account/High Deductible plan. Employees hired after July 1, 2013 will be permitted to enroll in the Aetna HMO plan, the Aetna Preferred Choice Plan, or the Health Savings Account/High Deductible plan. The Employer will provide and pay for the following: Life insurance and long term disability coverage with Standard Insurance Co. and Delta Dental Plan of New Jersey for Employees covered by this Agreement and their families. Said plans are annexed hereto as Schedule "D". All plans presently in existence, or plans that provide in the aggregate substantially equivalent benefits shall be maintained by the Township.

B. The Township reserves the right to change any of the foregoing plans or carriers provided that in the aggregate substantially equivalent benefits are provided and at least sixty (60) days notification is provided to the Association. In the event the Association does not agree that the new plan(s) provide(s) in the aggregate substantially equivalent benefits, the Association may submit the matter to expedited arbitration prior to the expiration of the sixty (60) day notification by the Township for determination by an arbitrator prior to implementation of the new plan(s).

C. The cost and expense of the insurance plans herein for the Employee and family shall be fully paid by the Employer with employee contribution requirements as set forth

in Chapter 78, P.L. 2011.

D. Upon demonstrating that he or she is provided adequate medical insurance coverage from an independent source (such as coverage provided via the employment of his/her spouse), an Employee may apply not to be covered under the Township's insurance plan(s) in exchange for a cash payment equal to twenty-five percent (25%) of the amount saved by the Township because of the Employee's waiver of coverage, or Five Thousand Dollars (\$5,000.00), whichever is less. In the event that the Employee subsequently becomes ineligible for coverage from the independent source he/she may apply to rejoin the Township plan(s).

E. Employees will, upon retirement be eligible for the same benefit plans they were upon their last day of active duty, with the cost of such coverage paid by the Township, except the percentage of premium contribution required by the Retiree pursuant to Chapter 78, P.L. 2011.

Retirees shall be permitted to reduce coverage options as circumstances dictate (e.g., a retiree may go from husband/wife coverage to single coverage), but may not opt for a higher level of coverage thereafter.

1. To be eligible for continued benefits the retiree must apply for Medicare and Medicaid at the earliest date of eligibility.
2. Upon receipt of Medicaid and/or Medicare insurance, the insurance provided by the Township becomes the secondary insurance.
3. Retirement for the purpose of this Article shall be defined pursuant to the provisions of the New Jersey Police and Fire Pension statutes.
4. A retired Employee may apply not to be covered for medical and dental

benefits under the Township's insurance plan(s) in exchange for a cash payment equal to twenty-five percent (25%) of the savings in cost to the Township of providing coverage to said Employee for one year or Five Thousand Dollars (\$5,000.00), whichever is less. In the event that the Employee subsequently becomes ineligible for coverage from the independent source, he/she may apply to rejoin the Township plan(s).

5. Upon retirement (as defined by the New Jersey Police and Fire Pension statute and applicable case law) the retiree shall received retiree medical insurance at the same level enjoyed on said retiree's last day of active employment.



**ARTICLE XXVII**

**INSURANCE**

A. The Township will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including, but not limited to, the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights; provided that should any such coverage become not reasonably feasible, the Township may elect to engage and maintain alternate insurance or to be self-insured. Equivalent coverage will be maintained.

**ARTICLE XXVIII**  
**PERSONNEL FILES**

A. A separate personal history/disciplinary file shall be established and maintained for each Employee covered by this Agreement. Personal history files are confidential records and shall be maintained by the Chief of Police. Any member of the Police Department may, by appointment, review his personal file, but this appointment for review must be made through the Chief of Police or his designated representative.

B. Whenever a written complaint concerning an Officer or his actions is to be placed in his personal file, a copy must be given to him and initialed by the Officer. He shall be given the opportunity to rebut it if he so desires and such rebuttal, if any, will be made and attached to the complaint and placed in his file within thirty (30) days.

C. All personal history files will be carefully maintained and safeguarded. The Township Clerk and Accounts Clerk shall be provided with only those Employee records necessary to the performance of their respective duties.

## **ARTICLE XXIX**

### **DEPARTMENTAL INVESTIGATIONS**

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Force shall be at a reasonable hour, preferably when the member of the Force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the Force shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At any stage of the proceedings, the Department shall afford an opportunity for

a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours consultation with his attorney.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations for the Department.



**ARTICLE XXX**

**POLICE VEHICLES**

A. All Byram Township Police Department vehicles shall be maintained in a safe and suitable condition with air conditioning and heat functioning properly.

B. If the air conditioning or heating systems are not operable, the Officer will continue to work his regular shift and the Employer will repair the car as soon as possible.





**ARTICLE XXXI**

**BULLETIN BOARD**

A. The Employer will supply one (1) bulletin board for the use of the Association for current Association business to be placed in a conspicuous location.

B. The bulletin board shall be for the use of the Association for posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

C. No matter may be posted without receiving permission of the officially designated Association representative.



**ARTICLE XXXII**

**CEREMONIAL ACTIVITIES**

A. In the event that a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed Police Officers of the Department to participate in funeral services for the said deceased Officer, provided this does not interfere with Township police services.

B. Subject to the availability of same as determined by the Chief, the Employer will permit a Department vehicle to be utilized by the members of the funeral cortege.

C. 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 services.



**ARTICLE XXXIII**

**OFF-DUTY ACTION**

Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the force on his off time which would have been taken by an Officer on active duty if present or available shall be considered police action, and the Employee shall have all of the rights and benefits concerning such action as if he was on active duty, whether such action is taken within or outside of the territorial boundaries of the Township of Byram.



**ARTICLE XXXIV**

**PRESERVATION OF RIGHTS**

A. The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Township of Byram Police personnel which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

B. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.



**ARTICLE XXXV**

**NON-DISCRIMINATION**

Neither the Employer nor the Association shall discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership or non-membership in this Association and its affiliates or his participation or non-participation in any lawful activities of the Association and its affiliates.



**ARTICLE XXXVI**

**FIREARMS**

A. Any Police Officer currently in the employ of the Township upon retirement or termination of employment in good standing from the Byram Township Police Department shall have the right to have his Sig Sauer, Model No. P229, transferred into his name upon said retirement or shall be paid Two Hundred Dollars (\$200.00) if he should decline the transfer.

B. Any future Police Officer employed by the Township will be provided the Sig Sauer, Model No. P229 pistol or successor model, in initial issue and that the first full annual clothing allowance after appointment will be reduced by the then prevailing price of said weapon, holster and clip pouch. Such Officer will be entitled to the same retirement transfer provisions as present Police Officers.

**ARTICLE XXXVII**  
**SPECIAL OFFICERS**

A. Special Police Officers may be assigned, pursuant to N.J.S.A. 40A:14-146.15 *et. seq.* for the following Township events and/or assignments:

1. A Class 2 Special Officer may be assigned, as available, to serve as Municipal Court Officer;
2. Byram Day festivities;
3. Parade(s) within the jurisdiction of the Township of Byram;
4. School graduation(s) within the jurisdiction of the Township of Byram;
5. Assigned traffic posts which occur outside the confines of the Village property but within the jurisdiction of the Township of Byram for Waterloo Village sponsored functions.
6. Seasonal details for the period between May 15 to September 15 of each calendar year for the sole and express purpose of providing supplemental law enforcement coverage to recreational facilities (public and/or private). Use of such Special Police Officers, however, for regularly scheduled events at the recreational facilities shall be in accordance with Sections 1 through 6 above.

B. In the event only one Special Police Officer is assigned to a particular function as specified in Sections 1 through 6 above, he/she shall be on duty under the direct supervision of the Chief of Police through the chain of command.

C. In the event two or more Special Police Officers are assigned to an event as specified in Sections 1 through 6 above, they shall be supervised by a regular Municipal Police Officer who shall be paid overtime at his hourly rate of pay but not less than the pay attributable to the rank of Sergeant.

D. For events and/or assignments other than those specified in Sections 1 through 6 above, available regular Municipal Police Officers shall be utilized and called out in order of seniority. Any additional personnel which may be needed may be Special Police Officers who will be called out on the basis of availability. The definition of emergencies shall be as contained within the laws of this State, specifically N.J.S.A. 40A:14-146.9.





**ARTICLE XXXVIII**

**DATA FOR FUTURE BARGAINING**

A. The Employer and the Association each agree to make available to the other all public records and matters not protected under New Jersey Open Meetings Act that each may require to bargain collectively.

B. Neither the Employer nor the Association shall incur additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.



**ARTICLE XXXIX**

**SAVINGS CLAUSE**

It is understood and agreed if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be invalidated by operation of law or Court or other agency of competent jurisdiction, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.



**ARTICLE XL**

**TERM AND RENEWAL**

This Agreement shall have a term from January 1, 2016 through December 31, 2017. If a successor agreement has not been executed by December 31, 2017, then this Agreement shall continue in full force and effect until the execution of a successor agreement. It is the responsibility of the PBA to notify the Township Manager that a change in contract is desired at least ninety (90) days before the termination of this contract.



IN WITNESSETH THEREOF, the parties hereto have set their signatures and seals  
at Byram Township, New Jersey on the 2<sup>nd</sup> day of February, 2016.

**PBA LOCAL 138**  
**(Byram Township Unit)**

[Signature]

[Signature]

[Signature]

ATTEST:

[Signature]

**TOWNSHIP OF BYRAM**

[Signature]

[Signature]

[Signature]

ATTEST:

[Signature]

**SCHEDULE "A"**

**SALARY GUIDE FOR EMPLOYEES HIRED PRIOR TO MARCH 11, 2013**

	Effective 01/01/2016	Effective 01/01/2017
<b>Police Academy*</b>	<b>\$46,822</b>	<b>\$47,759</b>
<b>Remainder of First Year</b>	<b>\$55,378</b>	<b>\$56,485</b>
<b>Second Year</b>	<b>\$68,634</b>	<b>\$70,006</b>
<b>Third Year</b>	<b>\$81,890</b>	<b>\$83,527</b>
<b>Fourth Year</b>	<b>\$95,145</b>	<b>\$97,047</b>
<b>Fifth Year</b>	<b>\$109,000</b>	<b>\$111,180</b>
<b>Sergeant</b>	<b>\$116,756</b>	<b>\$119,091</b>
<b>Lieutenant</b>	<b>\$124,894</b>	<b>\$127,392</b>

\* The Police Academy step shall be a rate of pay commencing with the new Employee's initial effective date of hire through said new Employee's completion of the basic police academy certificate program. Said Employee will then be moved to step (b). Thereafter, all movements to each succeeding level (e.g., Step c to Step d, etc.) Shall occur on each succeeding anniversary of the new Employee's successful completion of the basic police academy certificate program. No other step movements shall be granted except those granted on anniversary dates.

Anniversary Dates for Employees hired prior to December 31, 1999 shall remain January 1<sup>st</sup> of each succeeding year.

**SCHEDULE "A-1"**

**SALARY GUIDE FOR EMPLOYEES HIRED AFTER MARCH 11, 2013**

	Effective 01/01/2016	Effective 01/01/2017
<b>Police Academy*</b>	<b>\$46,244</b>	<b>\$47,169</b>
<b>Remainder of First Year</b>	<b>\$50,785</b>	<b>\$51,800</b>
<b>After First Year of Service</b>	<b>\$55,325</b>	<b>\$56,431</b>
<b>After Second Year of Service</b>	<b>\$64,222</b>	<b>\$65,507</b>
<b>After Third Year of Service</b>	<b>\$73,119</b>	<b>\$74,581</b>
<b>After Fourth Year of Service</b>	<b>\$82,016</b>	<b>\$83,656</b>
<b>After Fifth Year of Service</b>	<b>\$90,913</b>	<b>\$92,731</b>
<b>After Sixth Year of Service</b>	<b>\$99,809</b>	<b>\$101,805</b>
<b>After Seventh Year of Service</b>	<b>\$108,731</b>	<b>\$110,906</b>
<b>Sergeant</b>	<b>\$116,756</b>	<b>\$119,091</b>
<b>Lieutenant</b>	<b>\$124,894</b>	<b>\$127,392</b>

\* The Police Academy step shall be a rate of pay commencing with the new Employee's initial effective date of hire through said new Employee's completion of the basic police academy certificate program. Said Employee will then be moved to step (b). Thereafter, all movements to each succeeding level (e.g., Step c to Step d, etc.) Shall occur on each succeeding anniversary of the new Employee's successful completion of the basic police academy certificate program. No other step movements shall be granted except those granted on anniversary dates.

Anniversary Dates for Employees hired prior to December 31, 1999 shall remain January 1<sup>st</sup> of each succeeding year.

**SCHEDULE "B"**

**EDUCATIONAL INCENTIVE**

**A. In the event any member of the Police Department completes any Police related college level course, said member shall receive additional compensation based on the following schedule:**

**After 30 credits - \$4.00 per credit**

**After 60 credits - \$6.00 per credit**

**After 90 credits - \$8.00 per credit**

**B. The Township of Byram will reimburse each member attending any State College, State University, or County College for said member's expenses involving tuition and books once said member has exhausted all other means of payment by outside agencies. Employees covered by this contract shall have the right to attend any college or university with the sole provision that the Employer shall not be obligated to pay tuition rates within excess of the then current resident rate at Rutgers College, New Brunswick, New Jersey.**

**C. Payments for newly acquired eligible college credits shall be made as earned upon presentation of a certificate establishing the number of credits earned. Payments for previously earned eligible college credits shall be made annually in one lump sum during January of each year.**

**D. Reimbursement of tuition of book fees shall be made upon presentation of certificates establishing that a course has been successfully completed and documentation that all other means of payment by outside agencies are unavailable.**

**E. It is further recognized that members attending college must secure a grade of "C" or better to be eligible for financial compensation. Also, courses must be police related and lead to the degree of A.A., A.S., B.S., M.S. M.A. or J.D.**

**F. The Township shall not reimburse Officers for college credits earned in excess of one hundred seventy-five (175) credit hours.**

**G. Any Police Officer employed by the Township of Byram before December 31, 1980 shall continue to receive payments for all college credits earned prior to the effective date of this Agreement.**





**SCHEDULE "C"**

**VACATIONS**

**A. All permanent, full time Employees of the Township whether in the classified or unclassified service, shall be granted annual leave with pay for vacation purposes during each calendar year in accordance with the following schedule, pursuant to prior practices.**

<b><u>Length of Employment</u></b>	<b><u>Vacation Leave</u></b>
<b>Up to one Year</b>	<b>8 working hours for each month of employment</b>
<b>One year up to Four years</b>	<b>96 hours</b>
<b>Five years up to Nine years</b>	<b>120 hours</b>
<b>Ten years up to Seventeen years</b>	<b>144 hours</b>
<b>Eighteen years and over</b>	<b>184 hours</b>

**B. In determining length of service for this purpose, the total years of service of each Employee in all full time capacities with the Township shall be added.**



**SCHEDULE "D"**

**MEDICAL AND DENTAL INSURANCE**

**Plans to be provided.**

BS

**SCHEDULE "E"**

**NEW ISSUE UNIFORMS**

- 1. 2 Long sleeve shirts**
- 2. 2 Short sleeve shirts**
- 3. 2 Pair Uniform pants**
- 4. 1 Leather winter jacket**
- 5. 1 Spring/Fall Windbreaker**
- 6. 1 Trooper Hat**
- 7. 1 Raincoat**
- 8. 1 Pair Uniform Shoes**
- 9. 1 Pair slush boots**
- 10. 1 Tie**

**Leather -**

**Holster, Cuff case, clip pouch, gun belt, 4 keepers.**

- 11. 1 Pair Handcuffs**
- 12. 1 Nameplate**
- 13. 1 Set Collar Brass**

**Duty Weapon and Badges supplied by Township**

**Police Academy - clothing as required by the Academy.**

