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A G R E E M E N T
between the
THE TOWNSHIP OF MIDDLE
and the
PBA LOCAL NO. 59

January 1, 1996 Through December 31, 1998

SCHAFFER, PLOTKIN & WALDMAN
A Professional Labor Relations Corp.
BY: MYRON PLOTKIN
P.O. Box 100
Leeds Point, New Jersey 08220
609-652-3838 FAX: 609-652-7994

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PREAMBLE

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This Agreement, dated this _____ day of _____ 1996
by and between the TOWNSHIP OF MIDDLE, a municipal corporation of
the State of New Jersey, hereinafter referred to as the
"Township" and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO.
59, as the recognized bargaining agent for the Middle Township
Police Department.

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ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5.1 etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and the understanding between the "Township" and the Employees; to prescribe the rights and duties of the Township and Employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the Township of Middle and its employees and the Township.

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ARTICLE II

INTERPRETATION AND RECOGNITION

A. It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, the Statutes of the State of New Jersey, the Ordinances of the Township of Middle and the Rules and Regulations of the Police Department.

B. The Township recognizes the Policemen's Benevolent Association, Local No. 59 as the exclusive negotiating agent and representative for all uniformed police, detectives and all other Police Department employees employed by the Township, excluding Lieutenant, Captain, Chief, dispatchers and secretaries, employed at the time of the signing of the contract. The Township agrees that the Association has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters.

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ARTICLE III

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the Township's Charter, Ordinances, Rules and Regulations of the Police Department of the Township.

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ARTICLE IV
NON-DISCRIMINATION

The Township and employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age as far as employment is concerned or as far as any opportunity for improvement of job or as a condition of employment. The Township further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Association nor will the Township encourage membership in any other association or union or do anything to interfere with the exclusive representation of the Township in the appropriate bargaining unit.

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ARTICLE V

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as provided by law.

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ARTICLE VI

THE ASSOCIATION REPRESENTATIVES AND MEMBERS

A. The employer agrees to grant the necessary time off without discrimination, to any employee designated by the PBA to attend State and/or International meetings or conventions, or to serve in any capacity on other official PBA business provided 24 hour written notice is given to the employer by the PBA. No more than two (2) employees shall be granted time off at one time.

B. Authorized representatives of the PBA shall be permitted to visit Police Headquarters or the office of Police Chief or the Office of the Director of Public Safety for the purpose of ascertaining whether or not his Agreement is being observed. This right shall be exercised reasonably. (Such Police Benevolent Association Visitation shall not unreasonably interrupt the regular work of any police officer or the mission of the Police Department.)

C. During the negotiations of the Association representative so authorized by the Association, not to exceed four (4), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

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ARTICLE VII

ASSOCIATION NOTIFICATION

A. Proposed new rules governing working conditions or modifications of existing rules covering working conditions shall be negotiated with the majority representative before they are established.

B. All employees covered herein shall receive a copy of all general orders and police regulations issued by the Chief of Police or his representative. The employee shall sign employee's receipt of these documents.

1
2 ARTICLE VIII

3 WORK WEEK

4
5 A. The work week shall average 40 hours over a five day work
6 week, or a total of 2080 hours per year.

7
8 B. In the event that a "fifth" squad is continued or
9 implemented, the following provisions shall apply:

10 1. The "fifth" squad shall have its schedule posted at
11 least one month in advance for the entire period of
12 five weeks.

13 2. All hours for this squad shall be scheduled between
14 7:30 a.m. and 12 midnight.

15 3. All police officers on this shift shall be guaranteed
16 three consecutive days off.

17 4. All police officers on this shift shall only be
18 required to work on Saturday and Sunday for a fifteen
19 week period during the summer between May 15 and
20 September 30.

21 5. Except in cases of an emergency, if a police officer
22 is required to work before 7:30 A.M. or after 12
23 Midnight or had his/her hours changed after the
24 posting in paragraph one above, the police officer is
25 entitled to be paid a 10% differential.

1 C. In the event that a change in the work schedule in effect on
2 January 1, 1996 is contemplated, it is agreed by the parties that
3 the Chief will meet with no more than three (3) representatives
4 of the PBA and enter into discussions that would be advisory in
5 nature, as to various options and/or alternatives regarding any
6 proposed schedule changes at least two (2) weeks prior to any
7 schedule changes being implemented. It is further agreed that any
8 schedule changes shall be governed by all applicable statutes,
9 regulations and case law.

10
11 D. It is agreed that no matter what work schedule is in effect,
12 the following provisions shall apply:

- 13 1. Workweek shall be forty (40) hours per week.
- 14 2. All employees shall receive two (2) consecutive days off
15 per week.
- 16 3. Overtime shall be paid for any work in excess of an
17 employee's eight (8) hour daily posted schedule.
- 18 4. Employees called in for court, call-back and/or on
19 standby, shall receive a minimum of four (4) hours
20 overtime pay.
- 21 5. Bidding for shifts and vacations shall continue to be
22 determined in accordance with the reasonable procedure and
23 practice currently in effect.

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ARTICLE IX

OVERTIME

A. Overtime shall consist of all hours worked in excess of the regularly scheduled working shift as posted quarterly.

B. Overtime shall be compensated at the rate of time and one-half in time or cash at the affected Officer's discretion.

C. There shall be a minimum four (4) hour call back at time and one-half including court time.

D. If an employee is required to stand-by at his residence or any other place, he shall be compensated for such stand-by time at his regular rate of pay with four (4) hour minimum guarantee.

E. In computing overtime payments the following schedule shall be utilized:

0-15 minutes	-	no compensation
15 to 30 minutes	-	1/2 hour compensation
Over 31 minutes	-	1 hour compensation

F. Overtime shall be distributed on a rotating basis in reverse order of seniority (Officer with least seniority shall be called first); provided, however that the Chief shall have an absolute

1 right to bypass junior officers and call in a senior officer for
2 overtime where the shift Sergeant or senior squad officer is
3 absent from work.

4
5 G. All overtime shall be paid within the pay period during
6 which it is earned. For purposes of this Article, the term "pay
7 period" shall be deemed to terminate at 4:00 P.M. on the Monday
8 prior to the Friday upon which paychecks are issued. In the event
9 that overtime pay is not distributed in accordance with the terms
10 hereof due to error of the Treasurer's Office, than a
11 supplemental check will be issued within 48 hours of discovery of
12 the error.

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ARTICLE X

EMPLOYEE REPRESENTATION

The PBA must notify the Township as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each station. Representatives of the PBA who are not employees of the Township will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing PBA representation matters with notifying the head of the department.

1
2 ARTICLE XI

3 HOLIDAYS
4

5 A. Employees shall be compensated for fifteen (15) holidays as
6 set forth below as specified in Paragraph B of this Article.
7

8 NEW YEARS DAY - January 1

9 MARTIN LUTHER KING DAY - CELEBRATED

10 LINCOLN'S BIRTHDAY - CELEBRATED

11 WASHINGTON'S BIRTHDAY - (PRESIDENT'S DAY) CELEBRATED

12 GOOD FRIDAY - ACTUAL

13 EASTER - ACTUAL

14 MEMORIAL DAY - CELEBRATED

15 INDEPENDENCE DAY - JULY 4

16 LABOR DAY - CELEBRATED

17 COLUMBUS DAY - CELEBRATED

18 GENERAL ELECTION DAY - ACTUAL

19 VETERANS DAY - NOVEMBER 11

20 THANKSGIVING DAY - ACTUAL

21 DAY AFTER THANKSGIVING - ACTUAL

22 CHRISTMAS DAY - DECEMBER 25
23

24 B.1. Each Officer who works one of the holidays set forth in
25 Section A above shall be compensated for that day as follows:

26 (a) He shall receive his regular pay for the week
27
28

1 (b) He will receive a premium equal to four hours straight
2 time pay for working the Holiday.

3 (c) He shall receive a compensatory day off. At the option
4 of the officer he may cash out the compensatory day at
5 the straight time rate.

6 2. Officers not working on the holidays set forth in
7 Paragraph A above shall be compensated for the holiday as
8 follows:

9 (a) The Officer shall receive his regular pay for the
10 week.

11 (b) He shall receive a compensatory day off. At the option
12 of the officer, he may cash out the compensatory day at the
13 straight time rate.

14 3. The compensatory days specified in subparagraphs 1 and
15 2 above may only be utilized or cashed out after they have been
16 earned. Said Holidays may be carried for a period of 365 days.
17 Any Holiday which is not utilized or cashed out within 365 days
18 will be lost by the Officer in question.

19
20 C. Each Officer shall be entitled to THREE (3) personal holidays.
21 Personal holidays may be carried forward and accumulated in
22 succeeding year. Personal holidays may be taken at any given time
23 provided the officer gives one hour notice prior to his scheduled
24 shift to an Administrator (to be defined as a Sergeant, OIC,
25 Lieutenant, Captain or the Chief.) In the event of extenuating
26 circumstances the one hour notice requirement may be waived. The
27 Administrator may deny the use of the personal day if the squad
28

1 does not have a minimum of a least three (3) uniformed sworn
2 officers per shift at any one time and such denial based upon the
3 maintenance of the minimum manning level, shall not be grievable.
4 In the event of a bonafide emergency, every effort shall be made
5 to permit the use of personal time.

6
7 D. Whenever the Township offices are closed because of a special
8 Federal, State or Local holiday, or because of a special
9 proclamation of the municipal body, all employees covered
10 hereunder shall be paid for said holiday, time and one-half
11 unless the employee is compensated for said holiday under Section
12 A. above.

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ARTICLE XII
TERMINAL LEAVE WITH PAY

A. For employees hired prior to January 1, 1987, said lump-sum payment shall be calculated by using the number of days sick leave which have been accumulated and which have not been used to a maximum of two hundred sixty (260) and multiplying said number of days by the daily pay rate of the retiring individual immediately preceding retirement. Said daily pay rate shall be calculated by dividing the annual pay rate of the retiring person immediately prior to retirement by two hundred sixty-one (261).

B. For employees hired on or after January 1, 1987, said lump-sum payment shall be calculated by using the number of days of sick leave which have been accumulated and which have not been used to a maximum limit of one hundred eighty (180) days, except as provided below, and multiplying said number of days by the daily pay rate of the retiring individuals immediately preceding retirement. Said daily pay rate shall be calculated by dividing the annual pay rate of the retiring person immediately prior to retirement by two hundred sixty-one (261). No employee shall receive an amount in excess of twelve thousand dollars (\$12,000.00) under the terms of this subsection.

1 F. Sick Leave Cash-In Policy

2 1. It is understood that the purpose of this policy is to
3 act as an incentive to decrease sick leave usage and to serve as
4 a mechanism for the Township to cash-out accumulated sick days.

5 2. Each eligible officer has the option to cash-in up to
6 five (5) days of sick leave from the current calendar year's
7 allotment. To be eligible for such cash-in, an employee must have
8 at least ten (10) unused sick days from the fifteen (15) sick
9 days allotted in that year. Sick days accumulated from
10 previous years are not eligible.

11 3. The exchange rate of days for cash-in eligibility is as
12 follows:

<u>Sick Days Utilized</u>	<u>Sick Days Eligible for Cash-In</u>
14 0 Days	5 Days
15 1 Day	4 Days
16 2 Days	3 Days
17 3 Days	2 Days
18 4 Days	1 Day
19 5 Or More Days	Not Eligible

20 4. Requests for sick leave cash-in are to be submitted on
21 the approved form from the Township to the Office of the Township
22 Administrator no later than the last Monday in November of each
23 year.

24 5. All accumulated sick days not cashed in shall accumulate
25 and may be utilized for Terminal Leave as per ARTICLE XII,
26 Sections A and B.

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ARTICLE XIV

HEALTH INSURANCE

A. The Township shall provide the New Jersey State Health Benefits Plan (Blue Cross, Blue Shield, Rider J and Major Medical Insurance) for the employee and the employee's family.

B. The Township shall provide a zero dollar (\$0) deductible dental plan for the employee and the employee's family.

C. The Township shall also provide the same Prescription Drug Plan in effect for other Township employees for the employee and the employee's family.

D. The Township shall provide insurance coverage on employees in their personal vehicles when said vehicles are used in the scope of employment. No said vehicle shall be used for any patrol duties. If the employee agrees to use his own vehicle for transportation to and from Police Training Schools, the Township shall compensate an employee for the use of his personal vehicle at the IRS rate per mile.

E. The Township shall supply to all employees necessary legal advice and counsel in the defense of charges filed against them in performance of their duty or the defense of settlement claims for personal injury, false arrests, death or property damage

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arising out of or in the course of their employment, and the Township shall pay and satisfy all judgments against said employees from said claims.

F. The Township agrees that upon retirement after twenty-five (25) years of eligible pension credit or at age fifty-five (55) with twenty (20) years of pension credit, or if disabled in the performance of duties, the employee/retiree shall be provided with the health care benefits in accordance with past practice as enumerated in Paragraphs A and B of this ARTICLE. In the event that it should become legal to do so, the Township will provide the health care benefits specified in Paragraphs A and B of this ARTICLE after retirement following twenty (20) years of pension credit.

G. If an Officer is killed in the line of duty the Township shall continue to pay insurance coverage as provided hereunder for the Officer's spouse until her death or remarriage, whichever comes first, and for the Officer's children until each reaches his or her 18th birthday.

H. The Township may change the Health Benefits carriers where equivalent and/or superior benefits would result from such a change, including but not limited to, any effects which may result in affects to any pension consideration as now allowed by

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law under the New Jersey State Health Benefits, but only after
consultation with the PBA.

1 D. Uniforms shall be ordered in the following manner: Summer
2 uniforms are to be ordered on or by January 15 with delivery date
3 on or before May 1 of that year. Winter uniforms to be ordered on
4 or by June 15 with delivery on or before September 30 of that
5 year. New employees will receive a full uniform allotment after
6 hiring. Each officer will have a complement of the following
7 uniform:

8	9	10	11
	<u>ITEM</u>		<u>QUANTITY</u>
10	JACKET - WINTER		1
11	JACKET - SPRING		1
12	SHIRTS- WINTER AND SUMMER		3/3
13	PANTS - WINTER AND SUMMER		4 prs. or (3/3 summer & winter)
14	HATS - WINTER AND SUMMER		2
15	NECKTIES		2
16	RAINCOAT W/CAP COVER		1
17	SHOES		2 pair

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ARTICLE XVI

PBA STATE MEETINGS

A. The Executive Delegate and or Local President of the PBA shall be granted leave from duty with full pay for all meetings of the PBA State Association when such officers are scheduled to be on duty, providing the affected delegate gives reasonable notice to his Chief or secure another employee to work in his place, providing no overtime is paid to any employee to replace officer attending meetings.

B. If the Executive Delegate attends a State function outside the confines of Cape May County and is scheduled to work either the midnight shift prior to or the four to twelve shift after said function, he shall be excused from duty from said shift, provided that such exemption from duty shall occur not more than once during any calendar month.

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ARTICLE XVII

TIME OFF

A. BEREAVEMENT LEAVE

1. Each employee shall be entitled to five (5) days bereavement leave in the event of the death of spouse, child, step-child, mother, father, brother or sister.

2. Each employee shall be entitled to three (3) days bereavement leave in the event of the death of step-mother, step-father, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law or sister-in-law.

3. Any officer attending a funeral outside of the State of New Jersey who requires additional time off may utilize sick leave therefor.

4. Officers shall be granted time off without loss of pay on the day of the birth of his/her child as well as the day on which said child leaves a hospital or birthing center for home.

B. HOLIDAY AND VACATION LEAVE

1. No squad shall have more than one absent for vacation or holiday leave at any time. For good cause the Chief may, in his sole discretion, waive this prohibition. The Chief's determination with regard thereto shall not be arbitrable under Step 3 of the Grievance Procedure contained in Article XVIII hereof.

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2. Between June 15 and September 15, no officer may take off in excess of one (1) work week in consecutive time off. This requirement shall apply to vacation leave or holiday leave. The Chief may, in his sole discretion, waive the provisions of this paragraph. The determination of the Chief shall not be arbitrable under Step 3 of the Grievance Procedure as contained in Article XVIII of this Agreement.

1
2 ARTICLE XVIII

3 GRIEVANCE PROCEDURE
4

5 A. Purpose:

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

11 2. Nothing herein contained shall be construed as limiting
12 the right of any officer having a grievance to discuss the matter
13 informally with any appropriate member of the departmental
14 supervisory staff and having the grievance adjusted without the
15 intervention of the PBA.

16 3. Any grievance may be raised by any officer or by the PBA.

17 4. Definition: A grievance is any dispute between the
18 parties concerning the application or interpretation of this
19 Agreement or any complaint by any employee as to any action or
20 non-action taken towards him which violates any right arising out
21 of his employment. The Township shall not discipline any employee
22 without just cause.

23
24 B. Steps of the Grievance Procedure:

25 The following constitutes the sole and exclusive method for
26 resolving grievances between the parties covered by this
27
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1 Agreement and shall be followed in its entirety unless any step
2 is waived by mutual consent:

3 Step One:

4 (a) An aggrieved officer shall institute action under the
5 provisions hereof by submitting his grievance in writing within
6 twenty (20) calendar days from the date he knew or should have
7 known of the occurrence to the shop steward or alternate, who in
8 turn shall forthwith file one (1) copy with the Township Clerk
9 and one (1) copy with the Chief of Police. Having completed this,
10 and earnest effort shall be made to settle the differences
11 between the aggrieved officer and his immediate supervisor or the
12 Chief of Police for the purpose of resolving the matter
13 informally. Failure to file his grievance in writing as aforesaid
14 shall be deemed to constitute an abandonment of the grievance and
15 shall bar the officer from any right to proceed further with the
16 grievance.

17 (b) The Chief shall render a written decision within ten
18 (10) working days after receipt of the grievance. Failure to
19 render such written decision within the time provided shall be
20 deemed a denial of the grievance.

21 Step Two:

22 (a) In the event a satisfactory settlement has not been
23 reached with the Chief of Police, the officer or the PBA may
24 appeal his grievance to the Director of Public Safety within five
25 (5) working days following receipt by the officer of the written
26 determination of the Chief. Such appeal shall be in writing
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1 signed by the aggrieved officer or the PBA and delivered to the
2 Director.

3 (b) The Director of Public Safety shall render a written
4 decision of the grievance. Failure to render such written
5 decision within the time provided shall be deemed a denial of the
6 grievance.

7 Step Three:

8 In the event that the grievance has not been resolved at
9 Step Two, the PBA or its authorized representative may within
10 five (5) days following the PBA meeting next subsequent to
11 receipt by him of the determination of the Director of Public
12 Safety, but in no event later than thirty (30) days, submit the
13 matter to the Public Employment Relations Commission for binding
14 arbitration. In the event that the PBA shall elect to submit the
15 grievance for binding arbitration, the following provisions shall
16 apply:

17 (a) An arbitrator shall be selected pursuant to the rules of
18 the New Jersey Public Employment Relations Commission.

19 (b) The arbitrator shall be bound by the parameters of the
20 grievance definition stated above.

21 (c) The decision of the arbitrator shall be final and
22 binding upon the parties.

23 (d) The costs of the services of the arbitrator shall be
24 borne equally by the Township and the PBA. The arbitrator shall
25 set forth the finding of fact and reason for making the award
26 within thirty (30) days after the conclusion of the arbitration
27 hearing, unless otherwise agreed to by the parties.

28

1 Notwithstanding any procedures for the resolution of
2 disputes, controversies or grievances established by any other
3 stature, the grievance procedure herein established by this
4 Agreement between the Township and the PBA shall be utilized for
5 any dispute covered by the terms of this Agreement or affecting
6 the employees covered hereunder.

7 Any steward or officers of the PBA required in the grievance
8 procedure to settle disputes or any arbitration shall be released
9 from work without loss of pay for such purpose and any witness
10 reasonably required shall be made available during working hours
11 without loss of pay for the purpose of disposing of any grievance
12 or arbitration matter.

13
14 C. Extension and Modifications: Time extensions must be
15 mutually agreed to by the Township and the Employees. The time
16 limits shall be tolled as to grievances which accrued prior to
17 the day of the execution of this Agreement.

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ARTICLE XIX
PROMOTIONAL STANDARDS

A. The Township shall cause Civil Service qualifying examinations to be conducted for the rank of Sergeant whenever a vacancy exists.

Patrolmen taking the examination for Sergeant shall be required to have been on the Middle Township Police Department no less than three (3) years prior to taking the examination.

Personnel in the rank of Sergeant, Lieutenant, or Captain shall be required to have been in their respective rank for a period of at least one year prior to taking the examination for the next higher rank.

B. The Township agrees to fill by promotion in accordance with Civil Service Rules and Regulations, from among the qualified employees in the contractual unit, all officer positions and excluding Chief and Deputy Chief set forth in the Table of Organization for the Department of Police for Middle Township in effect at the time of the execution of this Agreement.

C. Patrol Squad Corporals: The Chief of Police shall classify one patrol officer per patrol squad as the squad corporal and a minimum of one Detective as a Detective First Class. The classified officer shall act as the squad supervisor in the

1 absence of the squad Sergeant. Such classification shall be based
2 upon:

- 3 1. Departmental seniority applicable to officers assigned
4 uniform, operations, and Major Crime Unit.
- 5 2. Performance evaluation(s) and recommendations as per
6 the Sergeants staff meeting review. With each Sergeant
7 and Administrator casting a vote, with the final
8 decision to be made by the Chief of Police.
- 9 3. Officers already classified as Corporals as of December
10 31, 1993 shall retain the classification.
- 11 4. Patrol officers passed over for the rank of Corporal
12 shall be informed in writing as to the reason(s)
13 for such action.
 - 14 a. Such notice forwarded to the affected officer
15 in thirty (30) days.
- 16 5. An officer classified as a Corporal may be declassified
17 and reassigned as a patrolman when/if:
 - 18 a. Unfavorable recommendation is received from the
19 squad Sergeant or
 - 20 b. Evaluation(s) demonstrate(s) unacceptable levels
21 of performance upon Sergeants meeting review or
 - 22 c. Departmental disciplinary action of repetitious
23 major or severe nature occurs and is concluded.
 - 24 d. Declassified Corporal may be reconsidered for
25 future consideration for the position.

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6. Declassification Procedure shall be:
- a. Written notification from the Chief of Police or designee indicating reason(s) and or problem(s).
 - b. Thirty (30) day (calendar) probationary period to correct indicated problem(s) or reason(s).
 - c. Declassification and return to patrolman status as per written notification from the Chief of Police.

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ARTICLE XX

PATROL CARS, MAINTENANCE & EQUIPMENT

A. Patrol Cars. The Township agrees to provide five (5) marked air conditioned patrol cars and two (2) unmarked cars. The Township shall provide the funds for the maintenance and washing of patrol cars. Each car listed above shall be supplied with an in-dash A.M. radio. Additionally, the Township agrees to mount streamlight-rechargeable SL-20 flashlights with DC chargers in every patrol car for use twenty-four (24) hours a day.

B. Unsafe Vehicle Unsafe vehicles, as reported in writing by the Shift Commander, shall be examined by the Chief or his designee. They then shall be declared safe or unsafe. If unsafe the vehicle must be immediately repaired or removed from service.

C. Patrol Car Equipment. The Township agrees that all marked patrol cars shall be equipped with shotguns which shall be mounted in the front of each marked patrol car and kept loaded for immediate use, or kept in the trunk (personal preference in this), mounted spotlights 300,000 candle power, and night sticks. All present equipment in patrol cars shall continue. If a shotgun is misused or insufficiently cared for by an officer, then the shotgun may be removed from that officer and from the officer's vehicle at the discretion of the Fire Arms Training Instructor or

1 the Chief of Police. The fire arm shall only be reassigned to
2 that officer at the discretion of the Chief of Police.

3 1. The Township agrees to provide for each officer on duty
4 with a two way portable radio and an appropriate carrying case
5 that attaches to the duty belt for use at all time.

6
7 D. One Unmarked Patrol Car. An unmarked patrol car shall be
8 available for patrol use when a request is made by a Sergeant of
9 the Squad to a Lieutenant of higher rank or an assignment is made
10 by a Lieutenant of higher rank. Said Car shall be equipped with
11 emergency lights, siren and present equipment in marked patrol
12 cars.

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ARTICLE XXI

VACATION

A. Annual vacation leave with pay for the first year shall be earned at the rate of one working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.

After the first year:

2-5 years	14 days
6-10 years	17 days
11-15 years	20 days
16-20 years	25 days
20 years and over	30 days

B. The same provisions outlined in Article XXIII, Paragraph B shall apply for the purpose of determining vacation benefits.

C. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only. Vacation allowance may be utilized at any time during the calendar year with prior approval, including summer.

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ARTICLE XXII

BULLETIN BOARDS

A. The Township shall permit the use of Bulletin Boards, located in the Police Headquarters, by the local for the posting of notices concerning PBA Local No. 59 business and activities.

B. All such notices shall be signed by the President or by other authorized officials of the local.

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ARTICLE XXIII

PROBATIONARY PERIOD

A. New employees shall serve a probationary period of one (1) calendar year. During said probationary period they shall be paid as if they were qualified first year patrolmen.

B. For the purposes of seniority and longevity, the original date of hire shall be used provided the employee has passed his Civil Service test at that time.

C. For purposes of longevity and salary grade, an employee hired prior to July 1st of any given calendar year is considered as having completed one full year of service on December 31st of that same calendar year.

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2 ARTICLE XXIV

3 MISCELLANEOUS PROVISIONS

4
5 A. School: All members shall be compensated for attending
6 school, sanctioned by the Director of Public Safety, at their
7 regular straight time rate of pay. Opportunities to attend school
8 shall be posted, and employees shall be chosen by ability and
9 seniority. Employees attending school, in addition to all other
10 compensation, shall be compensated for meals and lodging at
11 present amounts. Whenever an employee covered herein attends a
12 police related school or college course, the Township shall
13 provide said employee with the necessary gas and oil for the
14 employee's personal vehicle or furnish the employee with a
15 Township vehicle, in the sole discretion of the Township. School
16 must be first approved by the Director of Public Safety.

17
18 B. The Township agrees to keep an up-to-date law library of the
19 New Jersey Statutes as they relate to Police activities.

20
21 C. Days off are not to be changed when it involves overtime.

22
23 D. If the personal belongings of any officer are damaged in the
24 line of duty, the Township will repair or at the Township's sole
25 option, replace same, provided that said personal belongings were
26 not damaged because of the negligence of the Officer and provided
27
28

1 further that it is reasonable that the said personal belonging
2 should have been present at the scene of the damage.

3
4 E. Any position, either newly created or existing position to
5 be filled, will be posted. This posting will occur at least (15)
6 fifteen days prior to the appointment giving any or all employees
7 an opportunity to apply for such position vacancy. Applicants
8 will be chosen according to law.

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2 ARTICLE XXV

3 WAGES

4
5 A. Salary Schedule A

6 Salaries for all personnel covered by this Agreement and
7 hired prior to January 1, 1996, shall be paid in accordance with
8 Salary Schedule A as follows:

9

	<u>1996</u>	<u>1997</u>	<u>1998</u>
10 STARTING SALARY	\$23,500	\$24,000	\$24,500
11 GRADUATION FROM ACADEMY	31,500	32,760	34,070
12 BEGINNING 2ND YEAR	33,849	35,203	36,611
13 BEGINNING 3RD YEAR	36,292	37,743	39,253
14 BEGINNING 4TH YEAR	38,734	40,284	41,895
15 BEGINNING 5TH YEAR	41,177	42,824	44,537
16 BEGINNING 6TH YEAR	43,620	45,365	47,179
17 BEGINNING 7TH YEAR	46,063	47,905	49,821
18 BEGINNING 8TH YEAR	47,459	49,358	51,332
19			
20 SERGEANT	\$51,087	\$53,131	\$55,256
21			

22 2. Upon initial hire, each Officer shall receive a starting
23 salary as set forth in Schedule A above unless she/he has already
24 graduated from the Police Academy.

25 3. Upon graduation from the Police Academy, each Officer
26 shall receive a salary increase to the rate defined as
27 "Graduation from Academy" on Schedule A. Any officer who has
28

1 already graduated from the Police Academy on the date of initial
2 hire shall automatically be placed at the aforementioned step.

3 4. For purposes of this contract, Patrolman Fritsch and
4 Patrolman Loefflad shall be deemed to have graduated from the
5 Police Academy on January 1, 1985. Patrolman Devico shall be
6 deemed to have graduated from the Police Academy on January 1,
7 1986. Patrolmen Smedberg shall be deemed to have graduated from
8 the Police Academy on January 1, 1987 and Patrolman Meese shall
9 have been deemed to have graduated from the Police Academy on
10 July 1, 1987. In addition, Patrolman C. Stocker shall be deemed
11 to be covered under Salary Schedule A as well as be eligible for
12 the same longevity benefits as other employees hired prior to
13 January 1, 1996.

14
15 A. Salary Schedule B

16 Salaries for all personnel covered by this Agreement and
17 hired on or after January 1, 1996, shall be paid in accordance
18 with Salary Schedule B as follows:

	<u>1996</u>	<u>1997</u>	<u>1998</u>	
19				
20	STARTING SALARY	\$24,000	\$24,500	\$25,000
21	SIX (6) MONTHS	28,000	29,000	30,000
22	BEGINNING 2ND YEAR	32,000	33,000	34,000
23	BEGINNING 3RD YEAR	34,577	35,726	36,888
24	BEGINNING 4TH YEAR	37,153	38,453	39,778
25	BEGINNING 5TH YEAR	39,730	41,179	42,665
26	BEGINNING 6TH YEAR	42,306	43,906	45,554
27	BEGINNING 7TH YEAR	44,883	46,632	48,442

28

1 BEGINNING 8TH YEAR 47,459 49,358 51,332

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3 SERGEANT \$51,087 \$53,131 \$55,256

4

5 C. Incremental Increases

6 1. Patrolmen under Schedule A (hired prior of January 1,
7 1996) shall receive an incremental increase annually on the
8 anniversary date of graduation from the Police Academy until he
9 reaches the maximum Patrolman's salary or is promoted to
10 Sergeant.

11 2. Patrolmen under Schedule B (hired on or after January 1,
12 1996) shall receive an incremental increase annually on the
13 anniversary date of their initial hiring until he reaches the
14 maximum Patrolman's salary or is promoted to Sergeant.

15

16 D. Detective Stipend

17 Any officer assigned or classified as a Detective shall
18 receive an annual stipend of \$750.00 payable in a separate check.

19

20 E. Longevity

21 1. All employees under Schedule A (hired prior to January 1,
22 1996) shall be entitled to longevity payments equal to two
23 percent (2%) of each employee's individual base salary for every
24 five (5) years of service to a maximum of ten percent (10%) at
25 twenty-five (25) years, payable in accordance with Middle
26 Township Ordinance No. 326-77.

27

28

1 2. All employees under Schedule B (hired on or after January
2 1, 1996) shall be entitled to annual longevity payments of
3 \$3500.00 per year commencing on an employee's 20th year of
4 service and an annual total of \$4500.00 commencing on an
5 employee's 25th year of service, payable in accordance with the
6 applicable Township Ordinance.

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ARTICLE XXVI

ACTING OUT OF TITLE

A. In the event an officer is assigned to act out of title, he shall be selected from an existing list of eligible men for the available position. The parties agree, however, that if no existing list is current then such officer shall be selected from the rank next preceding the vacated position.

B. Once an officer is assigned out of title, and performs in that capacity for fifteen (15) consecutive days, he shall be compensated at the higher rate of pay, retroactive to the date when he commenced his assignment out of title.

1. This shall also apply to special detail squads irregardless of how the squad personnel are assigned.

C. The Township agrees that it will not consciously manipulate temporary assignments in order to circumvent the provisions of this paragraph.

D. Assignments of out of title work shall be rotated, distributing such assignments equitably among the qualified personnel on the following basis:

1. A roster of those eligible for higher rank assignments shall be maintained. A daily log will be kept, and shall be the

1 responsibility of the personnel officer, indicated assignments or
2 offers of assignments to higher ranked positions. Each calendar
3 quarter it will be made available to the parties to this
4 Agreement to ascertain whether there has been an equitable
5 distribution of assignments. Adjustments shall be made in the
6 next calendar quarter by making more assignments to those who
7 served or had the opportunity to serve the least number of days
8 for the preceding quarter.

9 2. Police offered assignments out of their rank may refuse
10 them, but such refusal will be charged as time spent in a higher
11 rank for purposes of determining equitable distribution or
12 assignments.

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2 ARTICLE XXVII

3 COLLEGE CREDITS

4
5 A. The Township shall pay for college credits in police related
6 courses at the rate of \$15.00 per college credit per year. The
7 maximum amount of this benefit is not to exceed \$1000.00 to any
8 one employee in a calendar year.

9
10 B. Upon earning an Associate's Degree, an officer shall receive
11 \$750.00 per year.

12
13 C. Upon earning a Bachelor's Degree, an officer shall receive
14 \$1000.00 per year.

15
16 D. In disputes, the Department Director will be the sole judge
17 whether the college credit earned is "police related."

18
19 E. Bonafide transcripts of credits shall be submitted to the
20 Township on a bi-yearly basis, the first weeks of March and
21 September. Payments will be included in the employee's regular
22 paycheck.

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ARTICLE XXVIII
MANAGEMENT RIGHTS

Except as modified herein the Township of Middle on its own behalf and on the behalf of the electors of the Township, hereby retracts and reserves onto itself, all powers, rights, authorities, 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 not limited to the rights to carry out the mission of the Department in all circumstances. This clause shall not operate to waive or modify any rights which any party or employee may have under the laws of the State of New Jersey.

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ARTICLE XXIX

COMMENDATION AND HONORABLE MENTION

A. The Township agrees that when, in its estimation, a police officer has performed an act of heroism or civic service worthy of commendation and/or honorable mention, said officer shall be granted written recognition of said commendable service, which shall be placed in his personnel file and shall additionally be awarded two (2) compensatory days in recognition of said service. When an officer has received an honorable mention commendation from the Township same shall be placed in writing and entered into his personnel file and he shall be awarded one (1) compensatory day in recognition of said service.

B. An awards committee of not more than three (3) officers shall be elected by majority vote of the Department and shall be responsible to recommend to the Township Chief of Police or the Director of Public Safety for their consideration for meritorious service by an individual or officers worthy of commendation or honorable mention.

1
2 ARTICLE XXX

3 POLICEMEN'S BILL OF RIGHTS

4
5 A. Members of the force hold a unique status as Police Officers
6 in that nature of their office and employment involves the
7 exercise of a portion of the police powers of the municipality.

8
9 B. The wide ranging powers and duties given to the Department
10 and its members involve them in all manners of contracts and
11 relationships with the public. Out of these contracts may come
12 questions concerning the actions of the members of the force.
13 These questions may require investigations by Superior Officers.
14 In an effort to insure that these investigations are conducted in
15 a manner which is conducive to good order and discipline, the
16 following rules are hereby adopted:

17 1. The interrogation of a member of the force shall be at
18 a reasonable hour, preferably when the member of the force is on
19 duty unless inappropriate.

20 2. The member shall be informed of the nature of the
21 investigation before any interrogation commences. If the
22 informant or complainant is anonymous, then the officer shall be
23 so advised. Sufficient information to reasonably apprise the
24 member of the allegations will be provided. It is known that the
25 member of the force is being interrogated as a witness only, he
26 will be so informed at the initial contact.

1 3. The questing shall be reasonable in length. Reasonable
2 respites shall be allowed. Time shall also be provided for
3 personal necessities means, telephone calls, and rest periods as
4 are reasonably necessary.

5 4. The member of the force shall not be subject to any
6 offensive language, nor shall he be threatened with transfer,
7 dismissal or other disciplinary punishment. No promise of reward
8 shall be made as an inducement to answering questions. Nothing
9 herein shall be construed to prevent the investigating officer
10 from informing the member of the possible consequences of his
11 acts.

12 5. If a member of the force is under arrest or likely to be,
13 that is, if he is a suspect or the target of a criminal
14 investigation, he shall be given his rights pursuant to the
15 current decisions of the United States Supreme Court.

16 6. If a member, as a result of an investigation is being
17 charged with a violation of the rules and regulations, he shall
18 be afford an opportunity to consult with counsel or PBA
19 representatives before any further interrogation.

20
21 C. An employee may see his personnel file upon request with
22 reasonable notice to the Chief of Police. If an employee wishes
23 to answer or supplement any material found in his personnel file,
24 he may do so and his written statement shall become part of the
25 personnel file. The Chief of Police may disclose any Officer's
26 file to any third party provided he receives written permission
27 therefor from the said officer.

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2 D. An employee's home telephone number and address shall not be
3 disclosed to any person who is not a member of the Middle
4 Township Police Department. Disciplinary charges must be brought
5 within 45 days from the date of the alleged infraction or the
6 discovery of such infraction. Failure to charge within 45 days
7 shall act as a bar to the bringing of charges. No Police Officer
8 will be subjected to questioning with the use of any polygraph
9 machines, psychological stress evaluators or similar lie detector
10 devised in internal investigations. In the case of criminal
11 investigation a Police Officer will have the right to be
12 accompanied by counsel or any other person of the Police
13 Officer's choosing during the entire interrogation of the member.
14

15 E. Disciplinary action with the exception of verbal warnings
16 are to be presented on a "Disciplinary Action Form" with a copy
17 made available to the Police Officer.
18

19 F. The Township will notify the Union Steward in writing of any
20 discharge or suspension with three (3) days (excluding weekends
21 and holidays) after the Police Officer is discharged or
22 suspended.
23

24 G. No hearing will take place without the Union Steward being
25 first notified and the Police Officer must be given sufficient
26 time to receive counsel, no less than five (5) days excluding
27 weekends and holidays.
28