

AGREEMENT
BETWEEN
THE TOWNSHIP OF HOWELL
AND
POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 228

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

METS SCHIRO & MCGOVERN, LLP
555 US Route 1 South, Suite 320
Iselin, NJ 08830
732-636-0040
www.msmlaborlaw.com

PBA Local 228 Attorneys

CLEARY GIACOBBE ALFIERI
JACOBS, LLC
955 State Route 34, Suite 200
Matawan, NJ 07747
732-583-7474
www.cjailaw.com
Township Attorneys

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PREAMBLE

THIS AGREEMENT made and entered into in Howell Township, New Jersey this _____ day of December, 2017, between the Township of Howell a municipality, in the County of Monmouth, and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Policemen's Benevolent Association, Local 228, hereinafter referred to as the "PBA".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these parties and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the PBA as follows:

**ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT**

SECTION 1

The Employer hereby recognizes the PBA as the sole and exclusive representative of all employees in the appropriate unit as defined in Article I, Section 2, herein. For the purposes of negotiations and all activities and processes relative thereto.

SECTION 2

The negotiating unit shall consist of all of the regular, full-time officers of the Police Department of Howell Township now employed, or hereafter employed, except the Chief of Police, Captain(s), Lieutenants, Sergeants, and all civilian employees.

SECTION 3

This Agreement shall govern all wages, hours, and other conditions of employment set forth.

SECTION 4

This Agreement shall be binding upon the parties hereto.

SECTION 5

N.J.S.A. 40A:14-118 et seq. of the New Jersey Statutes as it applies to Municipal Police Officers and all other applicable State Statutes shall be adhered to as part of this Agreement.

**ARTICLE II
POLICE OFFICER'S RIGHTS**

SECTION 1

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employees because of race, creed, color, national origin, age, or political affiliation.

SECTION 2

Pursuant to Chapter 303, New Jersey Public Laws of 1968, as amended, and the New Jersey Employer-Employee Relations Act the Township agrees that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities pursuant to Chapter 303 for mutual aid protection. In addition, every policeman shall have the right to refrain from any such activity. As a body exercising governmental power under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive

or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, of the Public Law of 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that there shall be no discrimination, unfair treatment or coercion by the Employer or any of its agents against the unit employees, with regard to duty assignments, scheduling days off, or use of any rights granted under this Agreement, except action taken in accordance with approved disciplinary procedure. The PBA agrees that it shall not discriminate against any member of the bargaining unit based upon the individual's non-membership in the Association.

SECTION 3

In an effort to insure that Departmental Investigations are conducted in a manner which is fair and that promotes good order and discipline all administrative and internal affairs investigations, whether conducted in-person or through written questionnaire, will be conducted pursuant to the Attorney General Guidelines on Internal Affairs Policy and Procedure.

ARTICLE III COLLECTIVE NEGOTIATING PROCEDURE

SECTION 1

The duly authorized representatives of the parties shall conduct collective negotiations with respect to rates of pay, or other conditions of employment. Unless otherwise designated, the governing body of the Township or its designees and the President of the PBA or his designees shall lead the negotiations for the parties as agreed to in this Article.

SECTION 2

Prior to the beginning of formal negotiations, the designated representative(s) of the parties shall meet and seek agreement on the following: (a) The hours, dates and location for the parties to meet and negotiate; (b) The limitation on caucus time, if any; (c) The procedure to be used in recording and signing off on tentative agreed upon proposal(s), article(s) or portions

thereof; (d) The numbers of persons permitted in and at the negotiations; (e) The procedure for cancellation or delays of negotiations by either party; (f) A clear statement as to whether or not either or both parties must have the agreement ratified prior to final agreement.

SECTION 3

The members of the PBA's Negotiating Committee, not to exceed three (3) in number including the PBA President, shall be granted time off from duty with full pay for purposes of engaging in collective bargaining with Township Representatives. It is agreed to by the Association, that no more than one (1) member of the committee (other than the PBA President) will be released from each division, so that such release time will not diminish the effectiveness of the Police Department, unless, in the Chiefs discretion, an additional member of a division can be released. Such release time will be for the purpose of participating in actual negotiations between the Association and the Employer, when negotiations are conducted during the regular working hours of the released employees. It is agreed to by the parties that the three (3) members will be released from duty for negotiations one (1) hour prior to the scheduled start on time and will be required to report back to duty no later than one (1) hour after negotiations were stopped by the parties, if the members scheduled shift has not already ended. Parties may request additional time from their supervisor. Additional members of the PBA may be permitted to attend negotiating sessions, but shall not do so when in an "on-duty" status. The President of the Howell Township PBA shall be entitled to be released from duty two (2) hours prior to the start of a scheduled negotiation session. The time to report back to duty for the PBA President shall be two (2) hours after the conclusion of the negotiating session, if the PBA President's scheduled shift has not already ended.

**ARTICLE IV
MANAGEMENT RIGHTS**

SECTION 1

The PBA recognizes that there are certain functions, responsibilities, and other management rights exclusively reserved to the Employer. All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

SECTION 2

The Employer shall have the right to determine all matters concerning the management or administration of the various Divisions, to hire and transfer employees (as defined in this Agreement), to combine and eliminate jobs, and to determine the number and types of employees needed for specific job assignments.

SECTION 3

Unless defined in this Agreement, nothing shall interfere with the rights of the Employer in accordance with the applicable law, rules, and regulations to: (a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods, and means in the most appropriate and efficient manner possible; (b) Manage employees of the Employer, to hire, promote, transfer, assign, direct, or retain in positions within the Police Department as defined in this Agreement and under the provisions of the Howell Township Personnel Policies, Procedures and Regulations, copies and amendments thereto to be provided to employees; (c) Suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause, or to lay-off employees in the event of a lack of work or funds. The Employer agrees that the assignment of regular full-time duties now being performed by the patrolman will not be assigned to non-certified patrolmen for the sole reason to: (1) reduce the number of present

patrolmen, or (2) stagnate the size of the unit. It is further agreed that, in the event of a reduction in force in this unit, seniority will prevail during the period of the reduction in force and in any subsequent rehiring.

SECTION 4

The parties mutually recognize and agree to the applicability of N.J.S.A. 34: 13A- 5.3 to any terms and conditions of employment existing prior to the signing of this Agreement which are not specifically covered by this Agreement.

ARTICLE V GRIEVANCE PROCEDURE

SECTION 1

A grievance is any complaint regarding wages, hours of work or other conditions of employment. To provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

SECTION 2

An individual employee who has a grievance may orally present it to the lowest ranking supervisory officer who has the authority to resolve the grievance. The grievance must be presented within 30 calendar days of its occurrence or when the employee reasonably should have known of its occurrence, whichever is later. If the grievance is not adjusted satisfactorily at this level and the employee wishes to continue with the grievance, it shall be presented by the authorized PBA representative.

SECTION 3

When the PBA wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 1: The PBA representative or his/her duly authorized and designated representative shall present the grievance or grievances in writing to the Police Chief or his/her duly designated representative. The Police Chief shall answer the grievance in writing within 7 calendar days.

Step 2: If the grievance is not resolved at Step 1, or no answer has been received by the PBA within the time set forth in Step 1, the grievance may be presented in writing to the Town Manager within 14 calendar days. The Town Manager shall answer the grievance in writing within 14 calendar days.

SECTION 4

a. If the grievance is not resolved at Step 2, the PBA may take the matter to arbitration by notification to the Township Manager within twenty (20) days from the receipt of the Manager's decision. Application for the appointment of an Arbitrator shall be made directly to the New Jersey Public Employment Relations Commission according to PERC regulations, or both parties may mutually agree upon an Arbitrator. The cost of an Arbitrator shall be split equally between the Township and the PBA. The Arbitrator shall be without power or authorization to make any decision, which requires the commission of an act which is prohibited by law or which is in violation of the terms of this Agreement. The Arbitrator's function shall be to interpret and apply the provisions of this Agreement. The Arbitrator shall not add to or subtract from the provisions of this Agreement.

b. The term "days" as used herein refers to calendar days

**ARTICLE VI
SICK LEAVE**

SECTION 1

All permanent full-time employees of this agreement shall be granted sick leave with pay of one (1) working day for every month of continuous service on the basis of twelve (12) days per year. One (1) extra sick day shall be awarded for each six (6) month block of time assuming that no sick time has been used during this period of time. The amount of sick leave not taken shall accumulate from year-to-year. As of January 1" following an employee's one (1) year anniversary date, in anticipation of a complete year of service, the employee shall be credited with the entire year's sick leave of twelve (12) days. The employee may utilize the credited sick time at any time; however, any time utilized prior to its being earned, on a one (1) day per month accrual basis, shall be considered a loan of the time. In the event the employee for any reason terminates his service, or is terminated, prior to sick time being accrued, such time shall be deducted from the employee's final pay. An employee who utilizes such sick leave "in advance" due to a disability caused by a work-incurred injury or illness and fails to work the required time to accumulate such days shall not be charged for them.

Officers that have at least twenty five (25) accumulated sick days can opt to sell back up to four (4) unused sick days (8 hours per day) per year. The officers shall notify the Township Manager of their intent to sell back sick time up to four (4) days not later than November 15th of every year. Officers shall receive their buy back payment in the first check in December of every year. In accordance with New Jersey Law, N.J.S.A. 40A:9-10.4, officers hired after May 20, 2010 are not entitled to sell back any accumulated sick leave.

SECTION 2

Upon separation of employment, an employee is entitled to one (1) day's pay for each two (2) days of accumulated sick leave, up to a maximum of sixty (60) days of pay, unless terminated following conviction or guilty plea in any criminal court of an indictable offense. One (1) days' pay shall be equal to eight (8) hours. All employees hired after May 21, 2010 shall only be entitled to receive a total of \$15,000.00 of accumulated sick leave payment at the time of his/her retirement in accordance with N.J.S.A. 40A:9-10.4.

SECTION 3

In all cases of reported illness or disability, the Township Manager or his/her designee through the Chief of Police, reserves the right to have a physician designated by the Township examine and report on the condition of the patient-employee. The Township will pay costs of exam and related tests.

SECTION 4

During protracted periods of illness or disability, the Township may require interim reports on the condition of the patient-employee at weekly or bi-weekly periods from the employee's attending physician and/or a physician designated by the Township. When under medical care, employees shall conform to the instructions of the attending physician. Failure to comply with this Section may result in disciplinary action.

SECTION 5

In the case of a long term illness or injury (which shall be defined to mean an illness or injury which is expected to prevent an officer from reporting to work for a continuous period of thirty (30) days or more or result in death, which does not arise out of employment, an officer shall have the option of utilizing any accrued sick time, vacation time, holiday time or

compensatory time in order to collect full pay and continue to accrue benefits under Section 6 of this Article. Any disability pay received by the employee may be turned over to the Township, and the employee will be credited back with the amount of sick leave that is equivalent to the disability pay, based on an employee's actual gross rate of pay when the employee returns to work. If an employee chooses, he may request an unpaid leave of absence, or, subject to the rules of the disability insurance carrier, he may retain his accrued time and collect disability. Only after an employee utilizes his accrued benefits, may he request a paid leave of absence under N.J.S.A. 40A:14-137. If the Township Council adopts the appropriate ordinance authorizing the unpaid leave, the language referred to below in Section 8 shall apply. Once an employee uses up his accrued time, the Township shall retain its options as to the granting or denial of a leave of absence, or it may take the appropriate steps under the law to remove the employee from service. AN officer shall use sick leave concurrent with Family Leave for his/her own serious health condition and optional for other reasons. The officer can opt to use other accrued time.

SECTION 6

While on paid leave of absence, an employee shall continue to accrue benefits, until such time as they have utilized all of their accumulated time. Once an employee is on disability only, they will no longer accrue benefits.

SECTION 7

When a permanent employee covered by this Agreement is injured or disabled resulting from or arising out of his employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Township Manager to examine such employee, the Township Council may, by ordinance resolution, pursuant to N.J.S.A. 40A: 14-137, grant the injured or disabled employee a leave of absence with pay for a period not exceeding one year.

The employee shall not be charged any sick leave time for this time lost due to the aforesaid injury or disability.

SECTION 8

Prior to the passage of a ordinance resolution referred to in Sections 5 or 7 herein, a contract shall be executed between the employee and the Township, setting forth that the employee shall remit to the Township the equivalent amount of monies paid to him in accordance with Sections 5 or 7 herein, from monies he may receive from Workers' Compensation benefits, or Insurance policies paid by the Township, and/or from possible legal settlement or judgment, that resulted from any job related injury or disability referred to in this Article.

SECTION 9

Accumulated sick leave may be used by an employee for illness in the immediate family, which requires attendance upon the ill family member. The term "immediate family" for the purposes of this Section shall mean and refer only to the employee's spouse, civil union partner, child, parent; or unmarried brother or sister living with the employee.

SECTION 10

All absences due to illness or disability shall be reported to the assigned desk officer as soon as is reasonably possible, but no later than one (1) hour and fifteen (15) minutes prior to the beginning of the employee's shift.

SECTION 11

Nothing in this Article shall preclude the Township from exercising any rights that it may otherwise have with respect to disabled employees who are injured on the job or off the job.

SECTION 12

An officer who returns to work, after a work related injury, and subsequently requires additional medical treatment for the work related injury will be permitted to attend pre-approved medical appointments while the officer is on duty with no loss of pay or time, provided that the treatment is as a result of the work related injury and is first approved in writing by the Township's worker compensation insurance carrier or adjuster prior to the officer's submission of the schedule of treatments to the Chief of Police or their designee. In addition the officer in order to qualify for the time off from work to obtain such medical treatment must advise the Chief of Police or their designee of all scheduled appointments at least five (5) days in advance. In the event that the officer is assigned to a work shift that does not permit the officer to schedule appointments for medical treatment during the officer's duty shift, the officer shall be temporarily reassigned to a shift, which would allow the officer to attend pre-approved treatment while on duty. In the event that in the sole opinion of the Chief of Police such a temporary transfer causes a manpower allocation problem, then the most junior officer regularly scheduled to work the shift to which the affected officer is temporarily transferred, shall be temporarily transferred to the transferring officer's shift until the medical treatments causing the transfer are discontinued either by the officer's treating physician, the Township workers compensation, insurance carrier, or by the officer. In the event that the necessary and pre-approved medical treatment for a previous work related injury cannot be scheduled on the officer's scheduled workday, then the officer shall be compensated for the actual time spent receiving treatment by being credited compensatory time off equal to the amount of time spent receiving medical treatment. The Chief of Police may request proof that the officer attended such treatment and the length of time that the treatment took.

SECTION 13, TERMINAL LEAVE

Any employee who serves notice of their intention to retire from their employment with the Township shall be permitted to utilize terminal leave prior to their actual retirement date under the following terms and conditions.

- a. In order to qualify for terminal leave the employee shall notify the Chief of Police or their designee of the employee's election to utilize terminal leave time, no less than 45 days prior to the commencement date of the terminal leave, and
- b. Terminal leave shall be granted only after a retirement date is fixed by the appropriate pension board, and
- c. Once an employee commences terminal leave, their decision to retire from the employment with Howell Township shall become irrevocable, and
- d. An employee qualifying for terminal leave benefits shall be permitted to convert up to forty (40) accumulated sick leave days into "terminal leave days" which shall be utilized prior to the employee's retirement date; and
- e. Once an employee commences terminal leave, he/she shall not accrue any additional sick, personal or vacation time and/or seniority.
- f. All employees hired after May 21, 2010 shall only be entitled to receive a total of \$15,000.00 of accumulated sick leave payment at the time of his/her retirement in accordance with N.J.S.A. 40A:9-10.4.

SECTION 14, LIGHT DUTY

If an employee is injured due to an injury sustained outside of work, he/she shall have the option of returning to work in a light duty capacity. The employee must have a medical release from the physician whose care he/she is under which states any physical restrictions the

employee may have. The employee will be given a light duty assignment by the Chief of Police or their designee. The limit for which an officer is to be assigned on light duty shall not exceed thirty (30) working days. An employee assigned to light duty shall maintain his/her work schedule, including regular days off, and shift. An employee may be assigned to a different work schedule and/or shift with his/her consent.

**ARTICLE VII
MILITARY DUTY AND OTHER LEAVES OF ABSENCE**

SECTION 1, LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay for other than illness may be requested by an officer in accordance with N.J.S.A 40A:14-136.

SECTION 2, MILITARY LEAVE

Military leave shall be granted in accordance with the Personnel Ordinance and all applicable State and Federal laws. An employee called to serve on annual active military duty or training will be paid his/her regular salary. The Township shall have the right to require prior proof of such attendance by military order.

SECTION 3, BEREAVEMENT

In the event of the death of a member of the employee's immediate family, there shall be three (3) consecutive bereavement days' leave, one of which shall normally be the day of the funeral. In any event, all bereavement leave shall be taken at a time and for reasons reasonably related to the death. The term "immediate family" for the purpose of this Section shall mean and refer only to the employee's spouse, civil union partner, child, parent or guardian, brother or sister, parents-in-law, grandparents, brother or sister-in law, son or daughter-in-law, grandchildren, step-parents and step-children.

SECTION 4, JURY DUTY

Any member of the PBA who is called and reports for jury duty in the state or federal court system shall be released from duty with pay during the actual time of such jury service. The Township shall be entitled to deduct from the member's pay the amount received as a fee by the member for such jury service. Such time shall be considered the employee's shift, whether or not the actual time spent was during the employees shift.

SECTION 5, MATERNITY LEAVE

When a member of the PBA first becomes aware of her pregnancy, she shall report the condition on a Special report to the Chief of Police. Upon the pregnant member's physician's written report and recommendation, the member shall be temporarily transferred to a non-combat assignment she is capable of performing. The pregnant member shall wear appropriate civilian attire when the term of the pregnancy is such that wearing the basic uniform is impractical. When the term of the pregnancy has ended the member shall have her attending physician complete a report recommending her to either return to full duty status, limited on duty status, or temporary off duty status.

SECTION 6, LEGAL PROCEEDING

The Employer allows a reasonable period, with pay, to any employee called upon to testify in a legal proceeding in connection with said employee's official duties as a sworn officer. Such payment shall be consistent with the requirements of Article IX, Section 4 if an officer is off-duty when called to testify. It is specifically agreed that an employee who is a plaintiff in any action or who is taking part in any action against the Township or who is compelled to or volunteers to testify against the Township by or for a person who has brought an action against

the Township, shall not be eligible for pay under this section unless such employee uses his accrued leave time.

ARTICLE VIII WORK SCHEDULE AND HOURS

SECTION 1, SCHEDULE

The work schedule for all officers' represented by the PBA shall be a 4-3 schedule. A 4-3 work schedule shall mean a schedule where an officer works 4 days and then is off for the next 3 days. The scheduled workday shall be a ten (10) hour day as defined in Section 4 of this agreement. Each scheduled workday shall include a minimum of forty-five (45) minutes of workout time as defined in Section 4 of this agreement.

SECTION 2, OVERTIME

Contemporaneously with 4/3 work schedule, all officers who are represented by the PBA and working one hundred sixty (160) hours of work (including workout time) within each twenty-eight (28) day work cycle, shall receive overtime compensation at a time and one-half rate (either in pay or comp time at the election of the affected officer) for all hours worked in excess of one hundred and sixty (160) hours within each twenty-eight (28) day work schedule cycle.

SECTION 3, SHIFT SELECTIONS BY SENIORITY

All officers shall no earlier than August 1st, but no later than September 30th, advise the Chief of Police or his designee of that officer's first, second and third choices for shift assignment for the following calendar year. Any officer who fails to notify the Chief of Police or his designee within the time period set out above shall be deemed willing to accept any shift assignment. Copies of the officer's shift requests shall be provided to the PBA President upon

request. Shift assignments for the following year will be posted by the Chief of Police no later than October 31.

The Chief of Police or his designee shall assign officers to their first choice in order of seniority (most senior to least senior). However, the Chief of Police or his designee reserves the right to assign officers to their second choice if such an assignment is necessary for the efficient operation of the Department or in the event that the officer's first choice has been fully staffed by more senior officers. If an officer is assigned to his second choice of shift selection "for the efficient operation of the Police Department" the Chief shall notify the officer in writing within one (1) week as to why the assignment was necessary for the efficient operation of the Police Department. Not with-standing the foregoing an officer shall not be assigned to their third shift choice unless that officer's first and second shift choices are fully staffed with more senior officers. Officers shall select the slot (i.e. days on and days off) on their assigned shifts, in order of seniority (most senior to least senior), within fifteen (15) days of the Department's establishment of the following years shift assignments. Officers with less than 18 months of seniority shall not be permitted to request their shift selection and their shift status shall be determined by the Chief of Police, however, those officers shall not replace more senior officers who have requested a particular shift assignment.

SECTION 4, SHIFT SCHEDULES

Patrol Division Shifts:

- a. Days: 6:00 a.m. to 4:00 p.m.
workout time 3:00 p.m. to 4:00 p.m.
(Line up in uniform at 6:00 a.m.)
- b. Evenings: 1 :00 p.m. to 11:00 p.m.
workout time 1 :00 p.m. to 1.45 p.m.
(Line up in uniform at 2.15 p.m.)

- c. Midnights: 9:00 p.m. to 7:00 a.m.
 workout time 9:00 p.m. to 9:45 p.m.
 (Line up in uniform at 10: 15 p.m.)

Detective Division:

The following hours of work will be available to members of the Detective Division. A Detective may select his hours from the following times, or may change his hours of work to another set of listed hours with the approval of a supervisor to maintain the efficiency of the Detective Division. The following hours of work will be available to members of the Detective Division. In the event there is an operational need to assign member(s) of the Detective Division to a specific shift the assignment will be given by order of seniority.

- a. 6:00 a.m. to 4:00 p.m.
 - b. 7:00 a.m. to 5:00 p.m.
 - c. 8:00 a.m. to 6:00 p.m.
 - d. 9:00 a.m. to 7:00 p.m.
 - e. 12:00 noon to 10:00 p.m.
- (workout time to be flexible throughout shift)

The following represents the times for the Community Service Division

- a. 6:00 a.m. to 4:00 p.m. (workout time to be flexible throughout shift)
- b. If an officer in the Community Service Division is assigned to special duty, 14 days' notice will be given prior to the changing of work hours and/or days off.

SECTION 5, DEFINITION OF WORKOUT TIME

Each officer during his/her workout time period shall be restricted to workouts on any government owned property located in the Township. An officer may choose not to work out

during his/her workout time period. However, said officer during that period shall be required to be in uniform and available for specific assignments during that "workout period".

SECTION 6

The parties further agree that each shift worked by police officers shall include a meal break, however, officers may be required to work through or cut short their meal periods in the event of an emergency.

SECTION 7

If an officer is assigned to any training cycle, the parties agree that each of the training days at issue shall be viewed as satisfying that officer's work obligation for the affected time period.

SECTION 8

Each officer shall be allowed to switch his/her scheduled day off within the twenty-eight (28) day work cycle provided that the minimum manpower requirements are satisfied or met. Employees who wish to change a scheduled day off shall obtain approval from the Division Commander or the Chief of Police for such switch. The Division Commander or Chief shall not unreasonably deny such switches.

SECTION 9

Once during each calendar year there shall be a departmental meeting that each member of this union will attend at no cost to the Township. Each meeting is not to exceed two (2) hours in duration. Any officer that is on vacation will not be required to attend. Members will be given at least two (2) months' notice as to the date of the meeting and no meeting will be scheduled on any holiday as defined in Article XI, Section 1 or on any Saturday or Sunday.

**ARTICLE IX
OVERTIME**

SECTION 1, COMPUTATION OF OVERTIME RATE

Overtime pay shall be computed as one and one half (1 ½) times the officer's base hourly rate. All officer base hourly rates shall be determined by dividing the officer's yearly base pay then in effect by two thousand eighty (2080).

SECTION 2

Overtime compensation for officers shall be paid when required to work overtime and when recommended by the immediate supervisor and approved by the Chief of Police.

SECTION 3

In lieu of cash payment for overtime, an officer may receive compensatory time off at the rate of time and one-half (1 ½) if the officer chooses. Such time shall be taken at the discretion of the officer in accordance with a written policy established by the Chief of Police subject to the following condition:

a. The request for time off shall be made in writing to the employee's immediate supervisor at least three (3) calendar days prior to the requested time off. The employee may request the use of compensatory time without the required notice; however, the Employer retains the right to deny such requests without a written notice or reason. Compensatory time once approved will not be canceled, unless forty-eight (48) hours' notice is given to the affected employee or there is an emergency situation requiring the need for more than the normal amount of shift personnel.

b. The request will be approved or denied. Notification will be given to the employee within two (2) calendar days after the submission of the request. When the decision is

to deny the request, the notification shall be returned to the employee informing the employee of the reason(s) for the denial as outlined in Article IX, Section 4 (d).

c. All officers covered under this agreement shall be permitted to carry a total of two hundred and forty (240) hours of compensatory time. Said hours shall be permitted to be carried over into each year. Any hours over two hundred and forty (240) hours must be plotted and used prior to the years end.

d. It is understood by the parties that the written policy established by the Chief of Police shall attempt to balance the rights of the employee to take compensatory time off against the need to ensure adequate levels of personnel on duty to allow for the efficient operation of the Police Department.

SECTION 4

If an officer is called out for official police business, a minimum of four (4) hours at the overtime rate shall be paid, even though the officer may not have worked four (4) hours as a result of the call-out. In order for the officer to be eligible for the callout pay stipulated in this section, the officer's supervisor with the knowledge and approval of the Division Commander or the Chief of Police must have instituted it. A call-out is not an extension of a shift or tour of duty. A call-out is applicable when the individual is in a non-duty status. A "call-out" shall be defined as being called for police business commencing two (2) hours or more prior to, or subsequent to, an officer's scheduled shift, or any call-out on an officer's scheduled day off. Any police business commencing less than two (2) hours prior to, or subsequent to, an officer's scheduled shift shall be considered a continuation of that shift, with overtime paid as if the officer had remained continuously on duty. The Township agrees that no officer's individual schedule will be adjusted

for the sole purpose of circumventing the two (2) hour period after which the minimum call-out take effect.

ARTICLE X VACATIONS

SECTION 1

Each member of the PBA negotiations unit who has worked the length of continuous employment specified in the table following shall be entitled to the working time shown as a vacation with pay at his/her regular rate of pay:

a.	Zero (0) to one (1) year of service	One (1) day a month for each month of service up to ten (10) days
b.	After one (1) to the completion of five (5) years of service	Thirteen (13) days
c.	After five (5) to the completion of ten (10) years of service	Eighteen (18) days
d.	After ten (10) years of service	Twenty-three (23) days

SECTION 2

When any observed holiday falls within the period of the police officer's vacation period, the holiday shall be counted as a vacation day.

SECTION 3

Vacation shall be scheduled by seniority, (most senior to least senior) at the time the schedule is completed for the following year which is to be no later than November 15. Seniority will take priority from the time the schedule is released up to and including January 31 of the schedule year. Vacations shall be scheduled by the Chief of Police in such a manner as to ensure adequate levels of personnel to operate efficiently.

SECTION 4

Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Township Manager.

SECTION 5

Vacation leave, subject to the approval by the Chief of Police and the Township Manager, may be taken from time to time in units of full days. At the time of separation from the employment, an employee shall be paid for any full day's vacation accumulated.

SECTION 6

In anticipation of a full year of service, as of the January 1" following an employee's one (1) year anniversary date, such employee shall be credited with his annual vacation, which may be utilized in accordance with Section 3 herein, in advance of the days actually being earned on an accrual basis. However, any time utilized prior to its being earned on an accrual basis shall be considered a loan of the time, and in the event the employee for any reason terminates his/her service, or is terminated, prior to its' being accrued, such time shall be deducted from the employee's final pay. An employee who utilizes such vacation leave "in advance" due to a disability caused by a work incurred injury or illness and fails to work the required time to accumulate such days shall not be charged for them.

**ARTICLE XI
HOLIDAYS**

SECTION 1

The following shall be recognized as holidays under this Agreement, paid at a rate of one and one-half (1 ½) times the officer's base hourly rate as determined under the provisions of Article IX, Section 1.

New Years' Day

Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Addition holidays: The day after Thanksgiving, 1/2 day prior to Christmas Day, and 1/2 day prior to New Year's Day.

SECTION 2

Payment of said holidays will be made in the officer's base salary and shall be considered part of an officer's base salary for the purpose of calculating overtime. Each holiday shall be calculated at a rate of eight (8) hours per day. This equals fifteen (15) holidays paid at time and one-half (1 ½). All officers hired on or after January 1, 2018 shall receive fourteen (14) holidays at the rate of eight (8) hours per day calculated at time and one-half as set forth in Section 1, above.

SECTION 3

PBA unit members shall be paid two (2) times per month (e.g., on the 15th and last days of the month) or twenty-four (24) pays per year commencing on January 1, 2018. If a payday falls on a day when the Township is not open for business, payday shall be on the last regular business day preceding a closure.

SECTION 4

If the Township Council grants additional time off at least two (2) hours per occurrence to other Township employees (i.e., for holiday, for inclement weather, or other special

observances), the members of the Police Department who are scheduled to work and are physically working on the day and the time within which the Township is closed receive straight time (non-compensatory comp. time off), hour for hour, when the Township is closed equal to the number of hours that other Township employees were released from duty. Closures or delays issued prior to 12:01 p.m. the day of the event (closing) shall be credited to those members of the Midnight Shift who actually worked and went off-duty the shift prior. If a closing or delay occurs after 12:01 pm the Midnight Shift members following the closure who actually work will be credited with the time equivalent to the time off granted to other Township employees. Straight time accumulated during such an event shall have no cash value at any time, including at the time of separation from the Township. Any officer not scheduled or that is sick or on vacation or otherwise not present shall not receive any compensatory time. **This Section shall take effect as of April 1, 2014.**

**ARTICLE XII
LIFE INSURANCE & DISABILITY INSURANCE**

SECTION 1

After completion of the required probationary period, each officer shall be eligible for a twenty-five thousand (\$25,000.00) dollar life insurance policy payable to a beneficiary of the employee's choice. This policy shall be available after January 1, 2015.

SECTION 2

The annual premium for the said policy shall be paid by the Township only until an officer's separation from service. At that time, the officer may make their own arrangements with the insurance company for the continuation or conversion of the said insurance at their own expense.

SECTION 3

Each full-time officer, upon commencement of employment with the Township, shall be enrolled in the disability insurance plan maintained and paid on a noncontributory basis by the Township. This benefit terminates upon the officer's separation of employment with the Township.

ARTICLE XIII HOSPITAL AND MEDICAL INSURANCE

SECTION 1

All full-time officers will be covered for hospital and medical insurance through the State Health Benefits Program ("SHBP"). Effective January 1, 2018, employees shall not be eligible to enroll in Direct 10, which shall be replaced with Direct 15. All employees shall elect to enroll in Direct 15 or any plan that is offered by the Township through the SHBP that has a premium equal to or less than Direct 15. All employees shall contribute to their health benefits at the Tier 4 level rates set forth in P.L. 2011, c. 78.

SECTION 2

Full-time officers covered by this Agreement will be enrolled in the Township Dental Plan. The Township will pay the full premium for the employee and one-half the dependent unit premium. Enrollment in the dependent unit plan is optional to the officer. The dental plan shall include Delta Plan's Ortho II (adult and child) and Program II changes in basic coverage including the \$1,500.00 annual maximum on basic services. The officer will pay all supplemental dental service premium costs. The Township reserves the right to change dental plan carriers provided equal or better coverage is obtained.

SECTION 3

During the term of this Agreement, the Township shall have the right to implement a plan, which would allow employees to, at the employee's option, to decline Township provided medical health insurance coverage and receive compensation in lieu of the benefits in accordance with State law. Effective January 1, 2018, the Township shall no longer offer compensation for employees who opt out of its medical plan.

ARTICLE XIV CLOTHING

The Township, as approved by the Chief of Police, will replace clothing or personal articles damaged in the line of duty. The Township agrees that should there be a change of uniform designated from that currently worn by Township Police Officers, then the Township shall pay for the cost of such change in uniform for each member, and replacement as necessary.

ARTICLE XV FALSE ARREST AND LIABILITY INSURANCE

SECTION 1

The Township shall continue the current program for false arrest and liability insurance for all unit employees.

SECTION 2

As per N.J.S.A. 40A: 14-155, the Township agrees to provide legal aid to all unit employees in suits or other legal proceedings against them arising from incidents in the line of duty. Any legal counsel assigned shall be chosen by the Township and its insurance carrier. In the event it is determined by the insurance carrier or the designated legal counsel assigned to defend any officer, that a conflict of interest exists, then the insurance carrier shall assign additional attorneys as determined at that time. This clause shall not be applicable to any

disciplinary or criminal proceeding instituted against any officer by the Township or Department.

ARTICLE XVI UNION BUSINESS

SECTION 1

The President of the PBA or his designee shall be excused from his work assignment and shall be granted a reasonable amount of time to handle PBA business, provided, however, that prior to the time the PBA business arises, the president or officer notifies either his supervisor or the Chief of Police; and provided, that such time is limited to an aggregate of twenty (20) hours per month, non-cumulative. During contract negotiations, the PBA President shall be excused from his work assignments and shall be granted an unlimited amount of time off while actually involved in collective negotiations with the Township representatives. The PBA President shall have priority in picking his permanent shift each year, however, seniority will prevail in the picking of days off. This policy shall remain in effect for the entire term of the PBA President.

SECTION 2

The Township shall permit the Grievance Committee to conduct the business of the Committee, which consists of the conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, providing the members of the Grievance Committee give prior notice to either their supervisors or the Chief of Police, and providing that the conduct of said business shall not diminish the effectiveness of the Police Department, or require overtime to maintain the effectiveness of the Department. Prior to the Grievance Committee's beginning their review of the grievance, supervisor(s) of the employee(s) to be visited will be notified and asked to make the employee available for interview. The supervisor will arrange for the employee's

availability if the employee is in a duty status and notify the Committee of the time the employee(s), is available. The Committee will provide the Supervisor(s) an estimated time they need to spend with the employee. If the Committee finds it necessary to interview any Supervisor in relation to the grievance, such Supervisor(s) may designate another Supervisor(s) to witness the interview.

SECTION 3

The Township will provide space on a bulletin board in a conspicuous location in Police Headquarters for the use of the PBA for posting notices concerning PBA business and activities.

SECTION 4

The PBA President or his designee and State Delegate shall be released from duty without loss of pay to attend monthly state PBA meetings. Should they be scheduled for the midnight tour, they shall be excused from duty on the day of the said monthly meeting. The PBA President or his designee and the State Delegate shall be allowed to attend the annual State PBA Mini Convention without loss of pay and released from duty to attend. The PBA President or his designee, the State Delegate, and the Alternate State Delegate will be permitted, to attend the PBA State convention without loss of pay and shall be released from duty to attend.

SECTION 5

The PBA President or his designee and State Delegate shall be released from duty without loss of pay to attend seminars, conferences, ceremonies, events, and expositions related to PBA business.

**ARTICLE XVI
PENSIONS**

The Township shall continue to make contributions as heretofore, to provide pension and retirement benefits to employees covered by this agreement pursuant to applicable provisions of the Statutes and Laws of the State of New Jersey.

**ARTICLE XVIII
DISCHARGE AND SUSPENSION**

No officer shall be suspended or discharged without just cause. An officer who has been suspended or discharged for just cause may appeal such action in accordance with the provisions of N.J.S.A. 40A:14-118, et seq., and in accordance with Article V Grievance Procedure.

**ARTICLE XIX
SALARY AND WAGES**

SECTION 1

While a probationary officer is in the Police Academy, the officer shall be paid the Academy Rate. Upon graduation from the Academy, all officers hired after January 1, 2014 will be placed on the probationary step for a period of nine (9) months or completion of one (1) year of service from the date of hire, whichever is shorter. For those officers that do not require Academy Training, he/she shall be on the probationary step for a period of one (1) year from the date of hire and shall thereafter move through the Step Guide below. Thereafter, increments will be paid annually on his/her hiring anniversary date.

PBA unit members shall be paid two (2) times per month (e.g., on the 15th and last days of the month) or twenty-four (24) pays per year commencing on January 1, 2018. If a payday falls on a day when the Township is not open for business, payday shall be on the last regular business day preceding a closure. Officers in the step guide shall receive the next step in the

salary guide on the anniversary of his/her hire date. Effective January 1, 2017, the base pay for the top step of the guide shall increase by 1.25%.

Officers in the step guide shall receive the next step in the salary guide on the anniversary of his/her hire date. Effective January 1, 2018, the base pay for the top step of the guide shall increase by 1.25%.

Officers in the step guide shall receive the next step in the salary guide on the anniversary of his/her hire date. Effective January 1, 2019, the base pay for the top step of the guide shall increase by 1.25%.

SALARY GUIDE

The Salary guide is annexed hereto as Appendix A.

SECTION 2

Any officer training any recruit during a shift shall be credited with one (1) hour of compensatory time per shift. In addition to any pay or other monetary benefits granted or allowed by the terms of this agreement, any officer assigned as a detective to the Detective Division shall receive additional salary compensation at the rate of five hundred (\$500.00) dollars per year, prorated in accordance with the length of said assignment.

SECTION 3

In addition to an officer's annual wage, each officer shall be paid a longevity increment after the completion of the number of years of continuous service in the Police Department as follows:

LONGEVITY GUIDE OFFICERS HIRED PRIOR TO 1/1/14

As of the 1 st day of the 6 th year	\$1148
As of the 1 st day of the 11 th year	\$2467
As of the 1 st day of the 16 th year	\$3844
As of the 1 st day of the 21 st year	\$4934

LONGEVITY GUIDE OFFICERS HIRED AFTER 1/1/14

As of the 1st day of the 11th year	\$2467
As of the 1st day of the 21st year	\$4934

Each officer of the Police Department will qualify for the longevity increment on the date of the anniversary of his/her employment. Such increment shall be paid together with and in addition to regular salary and shall be included in addition to regular salary in the regular payroll checks. Service in other municipal police department or state law enforcement agency shall be creditable towards longevity benefits.

Employees hired on or after January 1, 2018 shall not receive longevity.

SECTION 4

a. Educational incentive pay shall be provided in addition to the amount paid as base salary and longevity pay to members of the Police Department who successfully complete or have completed a course or course of instruction as herein described. Said additional payment shall be known as Educational Incentive Pay. Officers hired after January 1, 2014 shall receive the following:

- Associates: \$1525
- Bachelors: \$3029
- Masters: \$3787

Any officer currently receiving compensation for college credits approved under previous contract will continue to be compensated for at least that number of credits multiplied by the rate of \$25.25 per credit in effect. However, no officer shall be paid for any additional credits accrued after December 31, 2014 unless prior approval of curriculum/courses offered toward the high education degree is approved by Township Manager.

Officers hired on or after January 1, 2018 shall not receive an educational incentive.

b. Courses eligible for educational incentive pay shall be those courses given in Police science, Criminal Justice and electives necessary for completing a degree in Police Science or Criminal Justice at an accredited college; each course to be completed with a grade of C or better or the equivalent thereof. All such courses shall be undertaken in the officer's own time and expense.

c. The decision of the Township Manager or his/her designee as to acceptability of such credits and degrees shall be final.

d. Computation of such Educational Incentive Pay shall be made as of December 15 of each year on the total allowable certified credits possessed by the employee and payments for such credits shall commence on the following January 1.

ARTICLE XX

CHECK-OFF AND AGENCY FEE DEDUCTION

SECTION 1

The Township agrees to deduct Association membership dues from the pay of those officers who individually and voluntarily request, in writing, that such deductions be made in a form agreed upon between the Township and the Association and consistent with applicable law. The amounts to be deducted shall be certified to the Township by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association by the fifth (5th) day following the end of the pay period.

SECTION 2

Any written dues deduction authorization may be withdrawn by an officer, in writing, and said deduction shall be discontinued as of January 1 or July 1 next succeeding the date on which the Notice of Withdrawal is filed.

SECTION 3

Any officer in the bargaining unit on the effective date of this agreement who does not join the PBA within thirty (30) days thereafter, any new officer who does not join within thirty (30) days of initial employment within the unit and any officer previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the PBA by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five percent (85%) of the regular PBA membership dues, fees and assessments as certified to the Township by the PBA. The PBA may revise its certification of the amount of the representation fee at any time to reflect changes in the PBA membership dues, fees and assessment. The PBA's entitlement to the representation fee shall continue beyond the termination date of the Agreement so long as the PBA remains the majority representative.

SECTION 4

The PBA agrees to indemnify and hold harmless the Township from any cause of action, claims, and loss or damages incurred as a result of the Article.

ARTICLE XXI NON-DISCRIMINATION

Neither the Township nor the PBA shall discriminate against any officer by reason of race, creed, sex, color, political or religious affiliation or National origin. Where the word "he", "she", "him", or "her", is used in this Agreement it shall mean both sexes.

ARTICLE XXII PERSONAL DAYS

Each officer covered by the terms of this agreement shall receive two (2) personal days per year with prior approval of the Chief of Police and at least five (5) days' notice, except in

emergency situations. An officer must work the full year to be eligible for both days. The first day may be used after six (6) months' employment of the year and the second day after ten (10) months. The days shall not be cumulative to the following year. If any officer terminates his/her employment or is terminated by the Township prior to the officer completing the eligibility period for either day, and such day is used, such payment will be subtracted from any final payment due to the officer. Any officer who does not lose more than four hours of time due to a reported injury will receive an additional personal day the following year.

ARTICLE XXIII

EMPLOYEE COMPENSATION AND EXPENSE AGREEMENT FOR OFF-DUTY K-9 CARE AND MAINTENANCE

The officer assigned to K-9 detail, hereinafter known as K-9 Officer, the PBA, and the Township of Howell have come to the following agreement concerning the payment of expenses for the K-9 detail and compensation for the off-duty K-9 care and maintenance.

The K-9 dog will be purchased or donated to the Township of Howell and cared for, and maintained by the K-9 detail officer. In addition, the Township of Howell shall provide veterinary services related to the care of the K-9 dog. The K-9 officer freely agrees to be responsible for the care and maintenance of the K-9 dog. The Township of Howell will be responsible for any veterinarian expenses.

The K-9 officer, the PBA, and the Township of Howell have come to an agreement as to the amount of off-duty hours performed per week related to the K-9 care, maintenance, and personal training. The K-9 officer will be paid ten (\$10.00) dollars per day, which is equal to \$3650.00 per calendar year. This rate of pay will be included in the officer's base salary and will be included in his semi-monthly pays. The K-9 Officer will have the option of purchasing the K-

9 dog for one (\$1.00) dollar when it is deemed that the K-9 dog can no longer fulfill its duties as a K-9 dog.

ARTICLE XXIV SENIORITY

SECTION 1

Seniority in the Department for command and control purposes is established first by rank and secondly by time served in rank whether on a regular, assigned or temporary basis. Where conflict occurs because of identical service or dates of appointment, the member with the higher position on the entrance examination eligibility list from which the appointments were made is deemed to be the senior. In situations requiring decision or control where the officers are of equal rank, the senior will make the decision and exercise control unless otherwise directed by a higher-ranking command or supervisory officer. In the event of a reduction in the size of the police force, termination of members or officers shall be in the inverse order of their appointment to the Department.

The February 25, 2013 decision of the arbitrator Richard Gwinn (AR-2012-275), which is attached as Appendix B, shall be incorporated herein and applicable hereto by way of reference in this section. In the event this section conflicts with the decision of Richard Gwinn, then the decision shall control.

The February 25, 2013 decision of arbitrator Richard Gwinn (AR-2012-275) shall apply to off-duty overtime requests.

SECTION 2

At the completion of an officer's 20th year, the officer will get a seniority recognition of the title of Corporal. The seniority recognition of Corporal will be signified by the officer wearing two stripes on each arm. The title of Corporal along with Corporal stripes is solely a

recognition of an officer's seniority within the department and bears no added responsibilities as well as no added benefits.

SECTION 3

a. Upon hiring a new officer to serve in the police department, the Township shall have the right, in its sole discretion, to grant credit for that officer's prior service as a fulltime, regular sworn police officer outside the Township, for purposes of salary guide placement, longevity and/or vacation entitlement.

b. Any credit for prior employment as set forth above shall not count in the computation of seniority for the purposes of determining benefits such as vacation scheduling; the order of layoffs; allocation of overtime or other similar benefit(s); such benefits shall be determined by length of service as a police officer in the Township of Howell.

c. Notwithstanding the above, the Township shall not be required to grant credit for some or all prior police experience, as set forth in Paragraph 1, upon initial hiring.

ARTICLE XXV PROMOTIONAL TESTING PROCEDURE

SECTION 1

The Township shall give notice of promotional examinations no earlier than seventy (70) and no later than sixty (60) days prior to the scheduled examination and officers are required to provide the Department with notice of their intention to take the promotional examination within fourteen (14) days of the Township notice of promotion. Notice shall be provided as follows:

- a. Posting of notices on official department bulletin boards.
- b. Announcement at roll calls for each shift.
- c. A copy of the notice shall be delivered to the PBA President either in person or by certified mail sent to the PBA offices.

d. A copy of the notice shall be mailed by certified mail to all employees who are not scheduled to work because of a work related injury.

SECTION 2

Registration for the examination shall be accepted up to fourteen calendar days prior to the scheduled date of the examination.

SECTION 3

Results of the testing shall be posted and a copy of the results shall be given to the PBA President.

SECTION 4

The promotional list, which results from the test, shall be valid and used by the Department for a period of three (3) years from the date of the posting of the scores.

**ARTICLE XXVI
COMPLETENESS OF AGREEMENT**

SECTION 1

This Agreement constitutes the entire collective bargaining agreement between the parties and settlement for the term of the Agreement all matters, which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

SECTION 2

Except as specifically provided for in this Agreement the Parties agree that during the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

**ARTICLE XXVII
SAVINGS CLAUSE**

SECTION 1

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 2

All current policies not covered in this Agreement shall remain in full force, subject to Article IV.

SECTION 3

If any provisions are so invalid the Township and the PBA will meet for the purpose of negotiating changes made necessary by applicable law.

**ARTICLE XXVIII
DURATION**

SECTION 1

This Agreement shall be in effect as of January 1, 2017 up to and including December 31, 2019.

SECTION 2

If a new agreement is not reached prior to the termination date of this Agreement, then this Agreement shall remain in full force and effect until a new agreement is executed.

SECTION 3

The parties agree hereto that negotiations shall begin no later than ninety (90) days prior to the expiration date of this Agreement.

SECTION 4

If the parties fail to reach agreement on a successor collective bargaining agreement prior to the expiration of the agreement, eligible officers shall continue to receive the applicable step salary increase on their anniversary date as provided for in ARTICLE XIX, Section 1.

Notwithstanding the foregoing, the awarding of a salary step increase shall remain subject to collective negotiations and any such increase awarded under the provisions of this paragraph shall be modified and taken into account to reflect the final negotiated salary guide of the successor collective bargaining agreement.

FOR THE TOWNSHIP:

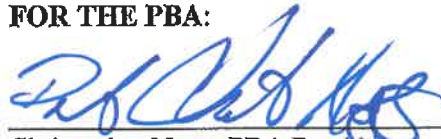


Theresa Berger, Mayor




Brian Geoghegan, Township Manager

FOR THE PBA:



Christopher Nagy, PBA President



Jason Baratta, PBA Vice President

HOWELL PBA LOCAL 228

APPENDIX A

Officers hired on or after 1/1/14					
Step	2016	1/1/2017	1/1/2018	1/1/2019	
Academy	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	
Probationary	\$ 40,764	\$ 40,764	\$ 40,764	\$ 40,764	
1	\$ 46,528	\$ 46,528	\$ 46,528	\$ 46,528	
2	\$ 52,292	\$ 52,292	\$ 52,292	\$ 52,292	
3	\$ 58,056	\$ 58,056	\$ 58,056	\$ 58,056	
4	\$ 63,820	\$ 63,820	\$ 63,820	\$ 63,820	
5	\$ 69,584	\$ 69,584	\$ 69,584	\$ 69,584	
6	\$ 75,348	\$ 75,348	\$ 75,348	\$ 75,348	
7	\$ 81,112	\$ 81,112	\$ 81,112	\$ 81,112	
8	\$ 86,876	\$ 86,876	\$ 86,876	\$ 86,876	
9	\$ 92,640	\$ 92,640	\$ 92,640	\$ 92,640	
10	\$ 98,404	\$ 98,404	\$ 98,404	\$ 98,404	
11	\$ 105,506	\$ 105,506	\$ 105,506	\$ 105,506	
12	\$ 109,932	\$ 109,932	\$ 109,932	\$ 109,932	
13	\$ 119,592	\$ 121,087	\$ 122,600	\$ 124,133	
Officers hired prior to 1/1/14					
	2016	1/1/2017	1/1/2018	1/1/2019	
Probationary	\$ 41,784	\$ 41,784	\$ 41,784	\$ 41,784	
1	\$ 49,109	\$ 49,109	\$ 49,109	\$ 49,109	
2	\$ 54,923	\$ 54,923	\$ 54,923	\$ 54,923	
3	\$ 60,243	\$ 60,243	\$ 60,243	\$ 60,243	
4	\$ 65,277	\$ 65,277	\$ 65,277	\$ 65,277	
5	\$ 69,987	\$ 69,987	\$ 69,987	\$ 69,987	
6	\$ 77,722	\$ 77,722	\$ 77,722	\$ 77,722	
7	\$ 84,089	\$ 84,089	\$ 84,089	\$ 84,089	
8	\$ 92,155	\$ 92,155	\$ 92,155	\$ 92,155	
9	\$ 98,647	\$ 98,647	\$ 98,647	\$ 98,647	
10	\$ 105,506	\$ 105,506	\$ 105,506	\$ 105,506	
11	\$ 119,592	\$ 121,087	\$ 122,600	\$ 124,133	

APPENDIX B

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of the arbitration

-between-

Docket No.
AR-2012-275

HOWELL TOWNSHIP

Re: Outside Detail
Assignments

-and-

HOWELL TOWNSHIP POLICE SUPERIOR OFFICERS
ASSOCIATION, LOCAL 228

APPEARANCES:

BEFORE: Richard C. Gwin, Arbitrator

For the Township

CLEARY GIACOBBE ALFIERI JACOBS, LLC

Matthew Giacobbe, Esq.

For the Union

DETZKY & HUNTER

Stephen B. Hunter, Esq.

This dispute arises from a grievance filed by the Howell Township Superior Officers Association, Local 228, ("SOA") alleging that the Township of Howell ("Township") violated Article XXVI of the parties' Collective Negotiations Agreement ("CNA") by assigning an outside detail on the basis of time served in the Department, rather than first by rank and then by time served in rank. By letter dated December 16, 2011, the undersigned was notified of his appointment to hear and decide this dispute. A hearing was held on February 28, 2012, at which

the parties agreed to submit certifications, briefs and replies in support of their positions. The final submissions were received on November 27, 2012 and the record was closed.

ISSUE PRESENTED

Did the the Township of Howell violate Article XXVI (B)(2) of its negotiations agreement with the SOA when, on or about August 17, 2011, it failed to assign Sgt. Joseph Markulic to an outside detail for which he volunteered?

If so what shall the remedy be?

DISCUSSION

Based on the certifications presented by the parties in support of their positions, I find as follows:

1. Article XXVI of the CNA between the Township and the SOA states:

Article XXVI

A. General Provisions

Seniority in the Department is established first by rank and second by time served in rank whether on a regular, assigned, or temporary basis. . .

B. Procedure

(1) Upon hiring a new officer to serve in the Police Department, the Township shall have the right, in its sole discretion, to grant credit for the officer's prior service as a full-time regularly sworn police officer outside the Township for purposes of salary guide placement, longevity and/or vacation entitlement.

(2) Any credit for prior employment as set forth above shall not count in the computation of seniority for the

purposes of determining benefits; such as the choosing of vacation and the allocation of overtime or other similar benefits, shall be done first by rank and second by time served in rank whether on a regular, assigned or temporary basis determined by length of service as a police officer in the Township of Howell.

2. On August 16, 2011, Sgt. Joseph Markulic posted a DWI overtime detail. He posted his badge number on the document, volunteering for assignments on September 1, 2011 and September 2, 2011.

3. On August 17, 2011 Sgt. Markulic checked the detail list to ensure that it was covered by a sufficient number of officers. Sgt. Markulic discovered that his badge number had been crossed off the list for both September 1 and September 2, 2011 by Corporal Frank Drumright. Corporal Drumright was a member of the Police Benevolent Association, Local 228 ("PBA"), and was given the assignment based on the length of his service within the Department.

4. On September 7, 2011, the SOA filed a grievance on behalf of Sgt. Markulic claiming that its CNA with the Township required that extra duty assignments be allocated first by rank, and then by time served in rank within the Township. The SOA submitted its grievance to Arbitration on November 8, 2011, and described it as follows:

The Howell Township Superior Officers Association maintains that the Township of Howell has violated the prescriptions of Article XXVI (B)(2) when the Township determined that the allocation of overtime in outside detail situations could only be filled based on a

... determination of the length of one's service as a Police Officer in the Township of Howell. The Township's position is in conflict with the cited SOA contract article that requires the allocation of overtime relating to outside details as being "done first by rank", and by time served in rank, and not determined by the length of service as a Police Officer in Howell Township.

5. Article XIV of the CNA between the PBA and the Township provides:

Article XIV

Section 1

Seniority in the Department is established first by rank and second by time served in rank whether on a regular assigned or temporary basis. . .

Section 3

(a) Upon hiring a new officer to serve in the Police Department, the Township shall have the right, in its sole discretion, to grant credit for the officer's prior service as a full-time regular sworn police officer outside the Township for purposes of salary grade placement, longevity and/or vacation entitlement.

(b) Any credit for prior employment as set forth above shall not count in the computation of seniority for the purposes of determining benefits such as vacation scheduling; the order of layoffs; allocation of overtime or other similar benefits (s); such benefits shall be determined by length of service as a police officer in the Township of Howell.

6. The 2005-2009 Agreements between the SOA and the Township and the PBA and the Township contained identical language on the issue of the allocation of extra duty assignments. That language remains in the 2010-2013 PBA Agreement as cited in Number 5 above.

7. The term "outside detail" as used by the parties refers to traffic details, extra duty employment, special duty, or side jobs not performed during normal duty hours which are paid by the third parties requesting the service.

8. The PBA and SOA negotiated jointly with the Township for their 2010-2013 bargaining agreements.

9. By letter dated October 12, 2009, the PBA and SOA jointly submitted their separate lists of initial proposals to the Township. Proposal number 10 on the SOA's list follows:

10. SENIORITY

A. *Article XXVI, Seniority* under B, Procedures #2

Any credit for prior employment as set forth above shall not be counted in the computation of seniority for the purposes of determining benefits, such as the choosing of vacation and the allocation of overtime or other similar benefits, shall be done first by rank and second by time served in rank whether on a regular, assigned or temporary basis. Except for as specifically provided for in the "Patrol Division Supervisor Coverage," enumerated in Article IX Section 1.1 Overtime. The order of layoffs shall be determined by the length of service as a police officer in the Township of Howell.

10. The Memorandum Of Agreement reached by the parties at the conclusion of their negotiations for 2010-2013 was signed by representatives of the Township, PBA Local 228, and SOA Local 228. It provided that paragraphs 7, 9 and 10 of the SOA proposal were part of the Agreement.

11. Chief of Police Ronald P. Carter certified that during his 38-year career with the Township's Police Department, the Township has maintained a practice of allocating extra duty assignments based on years of service as an officer within the Department.

12. In February 2008, a Captain in the Department raised the question of whether the assignment of outside details should be based, in part, by rank. In a letter dated February 20, 2008, to Chief Carter, the PBA and SOA jointly responded to a number of questions the Chief had posed about seniority issues. The PBA and SOA made it clear that the practice in the Township was to allocate extra-duty assignments on the basis of service within the Department, and that neither bargaining unit wanted (at the time) to change the practice.

13. Outside details are open equally to members of the PBA and the SOA, who often work side-by-side on the same assignments.

THE PARTIES' POSITIONS

The SOA argues that the Township violated the clear language of Article XXVI (B)(2) by failing to allocate outside details "first by rank and second by time served in rank". The SOA argues that the Township has no contractual defense for its decision to allocate outside duty on the basis of time served in the Department, without any consideration of rank.

The Township argues that the language in the SOA and PBA Agreements is contradictory and ambiguous, and must be resolved by relying on the established practice of allocating outside assignments based on years of service in the Department.

OPINION

It is axiomatic that an arbitration award must draw its essence from the parties' bargaining agreement. My role is to interpret the meaning or application of contract language as it is written. If the language used by the parties is unambiguous, and from their chosen words their intentions are clear, then I have no authority to deviate from those intentions. In interpreting the Agreement, I must give effect to all of its provisions, and refrain from adding to or altering provisions adopted by the parties.

Where the language is susceptible to reasonable but differing interpretations, it is appropriate to look at extrinsic evidence, including the parties' bargaining history and course of dealing as it reflects their intentions about the meaning of the language. When, as here, a party claims that a past practice constitutes an implied term of a contract, strong proof is required. The party asserting the practice must show it to be "unequivocal, clearly enunciated, and acted upon over a reasonable period of time."

The record demonstrates that the allocation of outside duty has been governed by Article XXVI (B)(2) for Superior Officers and Article XIV 3(b) for Officers represented by the PBA. The language in their respective bargaining agreements was identical until the 2010-13 agreements were negotiated. The new language in the SOA Agreement is clear on its face and

¹ Elkouri and Elkouri, 7th Edition, p. 12-5, *id.*es omitted.

represents a change in the method of allocating outside duty assignments for Superior Officers.

My decision is not based solely on whether clear contract language should prevail over an established past practice. It is also based on the principals of exclusivity. Simply put, the exclusivity provisions of *N.J.S.A.* 34:13A-5.3 authorize an Employee Organization to negotiate on behalf of its own members, but not on behalf of employees whom it does not represent. (*Cf. City of Newark*, P.E.R.C. No. 85-107, 11 NJPER 300 (¶16106 1985); *New Providence Bd. of Ed. and New Providence Ass'n of Admn. Personnel*, P.E.R.C. No 93-60, 19 NJPER 112 (¶24052 1993), *aff'd* 20 NJPER 323 (¶25164 App. Div. 1994))

The SOA maintains that Article XXVI (B)(2) requires that Superior Officers be given priority over members of the PBA on outside duty assignments by virtue of their rank. This interpretation would force the Township to violate its Agreement with the PBA every time a PBA member with greater Department seniority loses an outside duty assignment to a Superior Officer. It would also violate the exclusivity provisions of the Act by permitting the SOA to negotiate the diminution of a contractual benefit enjoyed by the PBA.


This does not render Article XXVI (B)(2) meaningless; it just limits the scope of its application to members of the SOA. If, for example, a Sergeant and Lieutenant both wanted to work an extra duty assignment, the Lieutenant would get the assignment, regardless of the length of the Sergeant's service in the Department. If, however, a Corporal wants the same assignment, it goes to the Corporal if he or she has served more time in the Department. This application of Article XXVI (B)(2) is the only interpretation that recognizes the plain meaning of its language in a manner that is consistent with exclusivity provisions of the New Jersey Employer-Employee Relations Act.

Based on a thorough review of the entire record, consideration of the parties' positions,
and for the reasons discussed above, I make the following:

AWARD

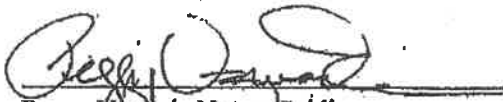
The Grievance is denied.

February 25, 2013


Richard C. Gwin, Arbitrator

State of New Jersey
County of Mercer

On this 25th day of February 2013, before me personally came and appeared RICHARD
C. GWIN, to me known and known by me to be the individual described herein, and who
executed the foregoing instrument and who acknowledged to me that he executed the same.


Peggy Uzmack, Notary Public

PEGGY L. UZMACK
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAR. 20, 2018