

**AGREEMENT**

**between**

**TOWNSHIP OF NEPTUNE**

**and**

**FRATERNAL ORDER OF POLICE, LODGE #19**

**SUPERIOR OFFICERS**

**NEPTUNE POLICE DEPARTMENT**

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**January 1, 2017 through December 31, 2020**

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**Preamble**

This Agreement entered into the 13<sup>th</sup> day of December, 2016, by and between the TOWNSHIP OF NEPTUNE, in the County of Monmouth, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township") and LODGE #19, FRATERNAL ORDER OF POLICE, (hereinafter called the "F.O.P."), represents the complete and final understanding on all bargainable issues between the Township and the Superior Officers of the Fraternal Order of Police, Lodge #19.

NOW THEREFORE, the parties in consideration of the mutual promises, covenants, and conditions herein contained, agree as follows:

## **ARTICLE I - RECOGNITION**

Error! Bookmark not defined.

A. The Township hereby recognizes the Superior Officers of Lodge 19, Fraternal Order of Police, as the duly authorized collective negotiations representative for all Superior Officers in the Police Department of the Township, including the rank of Sergeant through Captain.

B. The title of Superior Officers shall be defined to include the plural as well as the singular and to include males and females.

## ARTICLE II - MANAGEMENT RIGHTS

Error! Bookmark not defined.

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

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine the qualifications and conditions for continued employment; the assignment, promotion and transfer and the discipline and demotion for good and just cause of its employees.
3. To take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of New Jersey including the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.*, and of the United States.

C. Any employee covered under this Agreement seeking to engage in private or outside police or security work must, prior to engaging in such work, secure approval in advance from the  
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Chief of Police, whose approval shall not be unreasonably denied. Such secondary employment shall not create a situation whereby the employee is not provided with reasonable time to rest before and after work as a Superior Officer for the Township.

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## ARTICLE III - GRIEVANCE PROCEDURE

### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and to adjust the grievance without the intervention of the F.O.P.

### B. Definition

The term "grievance" as herein defined means the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment covered under this Agreement.

### C. Steps of the Grievance Procedure

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

#### Step One:

a. An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the date of the occurrence. Failure to act within said ten (10) days shall be deemed to

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constitute an abandonment of the grievance. An earnest effort shall be made to settle the grievance informally by the Chief of the Department, or his designee.

b. The Chief of the Department, or his designee, shall render a decision within twenty (20) days after his receipt of notice of the grievance.

Step Two:

a. In the event the grievance is not settled through Step One and concerns an alleged violation of the provisions of this Agreement, only, the same shall be reduced to writing by the F.O.P. and signed by the aggrieved and filed with the Committeeperson for Public Safety (or the representative) and the Township Administrator within five (5) days following a decision of the Chief of the Department.

b. The Committeeperson for Public Safety (or the representative) shall render a decision in writing within fifteen (15) days from the receipt of the notice of the grievance, with an additional copy of said decision being filed with the Township Administrator.

c. The copies furnished to the Township Administrator under a and b of this section are for the sole purpose of establishing a record of said grievance.

Step Three:

a. In the event the grievance has not been resolved through Step Two, then within five (5) days following the decision of the Committeeperson for Public Safety, the matter may be submitted to the Township Committee.

b. The Township Committee shall review the matter and render a decision within thirty (30) days from the date of the receipt of the grievance.

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Step Four:

a. If the grievance is not settled through Steps One, Two or Three as provided herein, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the decision by the Township Committee. An Arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission.

b. However, no Arbitration Hearing shall be scheduled sooner than thirty (30) days after the final decision of the Township Committee. In the event the aggrieved party elects to pursue his Appellate rights in accordance with R.S. 40A:14-150, the Arbitration Hearing shall be canceled and the matter withdrawn from Arbitration. The F.O.P. shall pay whatever costs may have been incurred in processing the case to Arbitration.

c. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add, modify, detract from or to alter in any way the provisions of this Agreement or any amendment or supplement thereto. The Arbitrator shall be bound by the laws and cases of the State of New Jersey. The Arbitrator shall set forth his findings and conclusions in a written opinion. The decision of the Arbitrator shall be final and binding.

d. The costs for the services of the Arbitrator shall be borne equally between the Township and the F.O.P. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

#### **ARTICLE IV - DISCIPLINARY ACTIONS**

- A. All disciplinary actions shall be taken in accordance with New Jersey State Statutes.
- B. All disciplinary charges shall be filed, and disciplinary hearings held, in accordance with N.J.S.A. 40A:14-147 and 148.
- C. Any disciplinary suspensions pending disciplinary hearings shall be in accordance with N.J.S.A. 40A:14-149, 149.1, 149.2 and 149.3.
- D. Appeals of disciplinary convictions at the Township level shall be processed in accordance with N.J.S.A. 40A:14-150 and 151.
- E. All papers in connection with a disciplinary action shall be placed in the employee's personnel file.

## ARTICLE V - F.O.P. REPRESENTATIVES

A. The Township agrees to grant time off to F.O.P. representatives for Association business in accordance with and not to exceed the following schedule:

1. One (1) day to the delegate designated by the F.O.P. as a delegate to attend the regular monthly meetings of the State Board of Delegates of the New Jersey State F.O.P.

2. Four (4) days for three (3) delegates to attend the annual convention (known colloquially as the mini-conference) of the New Jersey State F.O.P. providing one (1) week written notice is given to the Chief of the Department or his designee by the F.O.P. No more than two (2) employees (the F.O.P. President and delegates) shall be granted time off to attend the annual State F.O.P. convention.

3. Five (5) days to attend the annual (State or National convention which occurs on alternating years). No more than two (2) employees (the F.O.P. President and delegates) shall be granted time off to attend the annual convention.

4. Up to a total of five (5) days per year granted to F.O.P. to be utilized by the elected leadership to conduct union business, as directed by the F.O.P. President and approved by the Chief of Police.

5. All leave time pursuant to this article shall be submitted by the Lodge President, or designee, to the Chief of Police at least one (1) week prior to the date(s) of the requested leave.

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B. Accredited representatives of the F.O.P. may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the F.O.P. decides to have, its representatives enter the Township facilities or premises, it will request such permission which will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of Township Government or normal duties of employees.

C. Three (3) F.O.P. representatives and one (1) assistant F.O.P. representative may be appointed to represent the F.O.P. in grievances with the Township.

D. During collective negotiations, authorized F.O.P. representatives, not to exceed four (4), shall be excused from their normal work duties to participate in collective negotiations sessions that are reasonable and necessary and shall suffer no loss of regular pay.

## **ARTICLE VI - DUES DEDUCTION AND AGENCY SHOP**

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the F.O.P. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the F.O.P. and verified by the Township Treasurer during the month following the filing of such card with the Township.

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

D. The F.O.P. will provide the necessary "check-off authorization" form and the F.O.P. will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended. The Township will inform the F.O.P. of any withdrawals filed with the Township Clerk within five (5) working days of such action.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the F.O.P. during the month following written notice from the F.O.P. of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

G. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the F.O.P. less the cost of benefits financed through the dues and available only to members of the F.O.P., but the fee shall be eighty-five percent (85%) of the regular membership dues, fees and assessments.

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

I. Prior to January 1<sup>st</sup> and July 1<sup>st</sup> of each year, the F.O.P. shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

J. If a written challenge or an appeal to the fair share assessment as computed by the F.O.P. is filed, the F.O.P. hereby authorizes the Township to hold any and all fair share fees which are

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the subject of same in escrow, pending the resolution of the challenge or appeal. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fair share fee in escrow pending resolution of the appeal.

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

## ARTICLE VII - NO-STRIKE PLEDGE

A. The F.O.P. covenants and agrees that during the term of this Agreement neither the F.O.P. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for discipline including possible discharge of such employee or employees. Such discipline is subject to the grievance procedure of this Agreement.

C. The F.O.P. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township.

D. The Township of Neptune reserves the right when three (3) or more members of the Police Department are unable to report to normal duty for alleged "sick leave" during times of negotiation or grievance, to order the employees to submit to examination by the Township Physician at Township expense.



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

## ARTICLE VIII - HOURS AND OVERTIME

A. The normal work week for employees shall be an average of forty (40) hours per week.

B. An employee who is required to work longer than his regular tour of duty shall be paid for overtime at the rate of time and one-half the hourly rate for that rank. In construing such overtime, payments shall be made on the following basis:

1. Up to the first 16 minutes - no pay
2. 16 through 30 minutes - 45 minutes' pay
3. 31 through 60 minutes - 90 minutes' pay

4. Thereafter, overtime shall be paid in 30 minute segments for all time worked beyond the regular tour of duty. In lieu of cash payment, an employee may opt to receive compensatory time off on a time and one-half basis. Such time may be taken only when scheduled by the Chief in order not to interfere with departmental operations.

C. If an employee is recalled to duty, he shall be paid for all hours worked and shall receive a minimum of two (2) hours compensation at time and one-half, so long as said recall is not contiguous with the employee's work shift.

D. Regularly assigned shifts shall not be altered on less than seventy-two (72) hours' notice, except in the event of an emergency as determined by the Chief of Police or his designee.

E. The hourly rate for the purpose of ascertaining overtime pay is determined as follows:

1. To an employee's annual base salary (set forth in Article XXI, Paragraph A), add the appropriate longevity payment (set forth in Article XXII), the extra holiday compensation set forth in Article X, Section A, and where applicable, add the two thousand two hundred-fifty

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hundred dollars (\$2,250.00) stipend for detective personnel which shall be added to and considered a portion of total base salary for pension reporting purposes (set forth in Article XXI, paragraph B).

2. Divide this resulting amount by 2080 hours (40 hours/week for 52 weeks) to yield the hourly rate.

The overtime pay will be the employee's hourly rate as calculated above, multiplied by one and one-half (1 1/2), and further multiplied by the number of overtime hours worked. Overtime pay for a tour of duty is to be included with the paycheck for that period.

F. Any police personnel having received written permission to attend police oriented meetings on their own time, will not receive any compensation or compensatory time off. However, the Chief of Police may grant permission to use a Township vehicle provided one is available and it will not interfere with the normal operations of the Police Department. However, police personnel directed to attend such meetings will either receive permission to use a Township vehicle or an appropriate mileage allowance.

G. 1. In recognition of supervisory hours worked: i.e., pre-lineup time, all Township of Neptune Police Sergeants, Lieutenants and Captains, shall receive fifty-six (56) hours compensatory time off each year. This compensatory time will be referred to as "Supervisory Time" (ST). All Supervisory Time must be utilized as time off within the year it is earned.

2. The fifty-six (56) hours compensatory time will be available as of January 1 of the following year. The fifty-six (56) hours compensatory time will be pro-rated based upon the on-duty attendance record for each superior officer. Paid sick leave, holidays, paid leaves of

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absence, personal days and vacation days shall be considered on-duty time for the purposes of this paragraph.

3. Compensatory time will be requested and authorized in the same manner as personal days (Article X, paragraph C), and within the managerial prerogatives for the efficient operation of the Department as cited in Article II (Management Rights).

4. Any compensatory time earned pursuant to this section must be scheduled to be used by September 1 of the year in which it is to be taken. If such compensatory time is not scheduled by September 1, the Township, at its option, can schedule the compensatory time to be taken or can pay the employee at the end of the year for said accrued but unused compensatory time.

## ARTICLE IX - VACATIONS

A. Full time employees shall receive vacation with pay in each calendar year per the following schedule:

1. From the beginning of the second (2nd) year of service through the fifth (5th) year of service: ten (10) working days annually;

2. From the beginning of the sixth (6th) year of service through the tenth (10th) year of service: fifteen (15) working days annually;

3. From the beginning of the eleventh (11th) year of service through the fifteenth (15th) year of service: twenty-two (22) working days annually;

4. From the beginning of the sixteenth (16th) year of service through the twentieth (20th) year of service: twenty-four (24) working days annually;

5. From the beginning of the twenty-first (21st) year of service: twenty-eight (28) working days annually.

B. Employees terminating their employment with the Township or having their employment with the Township terminated by the Township, shall be entitled to be paid for all vacation time accrued but not used on a pro-rated basis, calculated as one-twelfth (1/12) of the vacation time allotted pursuant to Article IX, Section A, for each month of employment during their final year of employment.

## **ARTICLE X - HOLIDAYS AND PERSONAL DAYS**

A. Effective January 1, 2017, all Police Officers shall receive twelve (12) paid holidays at the rate of time and one-half of the Officer's regular daily rate of pay. The total amount due in holiday pay shall be divided by the number of pay periods and the resulting amount added to each paycheck.

B. Effective January 1, 2017, the twelve (12) holidays are as follows: New Year's Day, Martin Luther King Day, Township Floating Holiday, 'President's Day, Columbus Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day.

C. All Police Department personnel upon completion of twelve (12) months service shall be granted four (4) personal days off, provided seventy-two (72) hours written notice be submitted to the Chief of Police or his designee. However, a personal day may be granted by the Chief of Police or his designee in an emergency without notice. These personal days shall not be accumulated from year to year. All requests for non-emergent Personal Days off will be granted within seventy-two (72) hours of receipt of the request.

## ARTICLE XI - SICK LEAVE

### A. Service Credit for Sick Leave

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service for non-work related causes.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, non-work related accident, or exposure to contagious disease which is non-work related. Sick leave benefits may also be utilized in order to attend a member of the employee's immediate family who is seriously ill, or when the employee's attendance is required by a member of the immediate family. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, sister, or spouse's mother, father, brother or sister.

3. Any absence on account of illness or disability of an employee or a member of the employee's immediate family in excess of three (3) days must be certified by a written statement from the attending physician.

4. During protracted periods of illness or disability of an employee or a member of the employee's immediate family, the Township Committee may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a Township Medical Physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

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B. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full-time employee on the basis of one and one-quarter (1 ¼) working day per month.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed.

3. An employee who takes sick leave after he has already worked a portion of the work day, may use one-half (1/2) day of his sick leave benefits.

C. Reporting of Absence on Sick Leave

1. Where an employee is to be absent for reasons that entitle him to sick leave, his supervisor shall be notified a minimum of one-half (1/2) hour prior to the employee's starting time.

(a) Failure to so notify his supervisor prior to employee's starting time may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for three (3) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave in excess of three (3) consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.



2. In case of leave of absence due to exposure to contagious disease, a certificate from the Neptune Health Officer shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Bereavement Leave

1. In the case of death in the immediate family, an employee shall be granted leave and suffer no loss of regular straight time pay from the day of death, up to and including the day of the funeral, for a maximum of three (3) days.

2. Immediate family shall be defined as the employee's spouse, and the employee's or his/her spouse's child, stepchild, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, grandparents. This section shall also apply to those family members who regularly reside in the employee's household.

3. In the event bereavement leave is not available to an employee pursuant to the above paragraphs, the employee may request to utilize other accumulated leave subject to the approval of the Chief, which approval shall not be unreasonably denied.

4. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensatory time off falling within the time of the bereavement.

5. A member of the Police Department may make a request to the Chief of Police for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Chief of Police, shall be charged at the option of the employee as a personal day or against accumulated compensatory time off.

F. Sick Leave Incentive

Any police officer who does not incur any sick days in a calendar year will receive three and one-half (3 ½) compensatory days off the following calendar year for a perfect attendance record. The Superior Officer may elect to receive same in either pay or time off. The incurring of job-related disability or injury leave shall not impact upon the perfect attendance record.

G. Family and Medical Leave Act of 1993 (FMLA) leaves are considered to be a form of sick leave, regardless of the type of time utilized. Employees utilizing FMLA shall not utilize such time for vacation or personal activities.

The employee has the option of utilizing accrued sick leave of up to twenty (20) days per year for leave under the FMLA. An officer may not be compelled to take FMLA.

## ARTICLE XII - JOB INCURRED INJURY

A. Employees who are injured, whether slight or severe, while working must make an immediate report within eight (8) hours thereof to the Chief of Police or officer in charge.

B. The Chief of Police or officer in charge shall be responsible to see that all information concerning the injury is given to the Township Administrator, who in turn shall be responsible to notify the insurance company. Any injury that must be reported to the Police and Firemen's Retirement System shall be reported to that system by the employee through the Certifying Agent (Treasurer).

C. Whenever an employee sustains an injury, it shall be the obligation of the Chief of Police or officer in charge to make immediate arrangements for examination and medical treatment if necessary or when requested by said employee. In cases of emergency, medical treatment shall be arranged at the nearest hospital facility. Any other examination and/or medical treatment shall be administered by the Township Physician or any other doctor as may be designated by the Township Administrator.

D. Any employee who sustains a work connected injury and is eligible for workmen's compensation benefits shall be eligible to receive those benefits provided by said law and in addition shall receive from the Township the difference between his regular straight time pay and the benefits provided under workmen's compensation up to a maximum of twenty-six (26) weeks.

1. The F.O.P. and the Township shall consult with each other with respect to any individual cases of employees whose job incurred injury leave appears to be excessive or unwarranted.

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2. The Township may challenge the duration of any such leave whenever it deems it appropriate and may require an employee to, at the Township's expense, undergo a physical examination by a Township appointed physician. If such physician's report indicates that the employee is fit to report for duty and the employee disagrees, he may undergo a physical examination at his own expense by his own physician. In the event of a disagreement between the reports of the two (2) physicians, a third physician shall be agreed upon by the Township Physician and the employee's physician or in the event of their failure to reach such agreement, such third physician shall be appointed by the Monmouth County Medical Society. The report of the third physician shall be dispositive of the matter.

E. In the event the employee seeks to extend his work incurred injury leave beyond twenty-six (26) weeks, he must present to the Township a medical report indicating the reasons therefore. The Township may require the employee to undergo a physical examination by the Township Physician and in the event the Township Physician's report differs from that of the employee's physician, the matter shall be submitted to a third doctor chosen by the two (2) physicians, or in the event they are unable to agree upon a physician, chosen by the Monmouth County Medical Society. The report of the third doctor shall be dispositive of the matter.

F. In the event the compensation carrier determines that the work incurred injury benefits of the employee shall cease and the employee disagrees, he may undergo a physical examination by his own doctor at his own expense. In the event, such examination report indicates that the employee is not fit to report for duty, a third doctor shall be chosen by the Township Physician and the employee's physician and in the event of failure to agree upon same, chosen by the

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Monmouth County Medical Society. The report of the third physician shall be dispositive of the matter.

G. Any employee of this bargaining unit, who is returned to light or modified duty, requiring ongoing medical treatment at the direction of Township physicians, shall be assigned to a shift regularly scheduled to start no earlier than 7:00 AM and end no later than 11:00 PM. Shift schedule will be determined so as to allow the employee to receive continuing medical treatment from Township assigned medical personnel during regularly scheduled work hours.

### **ARTICLE XIII - HEALTH AND WELFARE BENEFITS**

A. The Township shall provide enrollment in the New Jersey State Health Benefits Program, Direct 10 Program for all permanent employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee received his permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid. The Township shall pay the balance of the full cost, after application of the employee share of health benefits costs as delineated in A. 1. below, of the foregoing program for the employee and his eligible dependents, and shall have the right to change insurance carriers so long as substantially similar benefits are provided to those available under the *New Jersey State Health Benefits Program, Direct 10 Policy*. Employees shall have the right to select a less costly option under the New Jersey State Health Benefits Program during initial enrollment or during an open enrollment period.

1. Members of the bargaining unit shall make health benefits premium sharing contributions pursuant to the regulations and scale set forth by P.L. 2012, c. 2 and P.L. 2011, c.78. Effective January 1, 2018, members of the bargaining unit and those who retire subsequent to the effective date of this change, shall contribute at the "Year 3" phase-in step of the scale developed in accordance with P.L. 2011, c. 78.

B. Eligible dependents are the employee's spouse (unless legally separated), domestic partner and children to the end of calendar year that they reach age 26.

1. A child, who is incapable of self-sustaining employment by reason of intellectual disability or physical handicap, upon attaining age twenty-six (26) may be continued under the

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Program while remaining incapacitated, subject to the continuance of the employee's coverage under the Program. Proof of incapacity must be provided within thirty-one (31) days after coverage would otherwise terminate. Additional proof shall be required from time to time.

2. Stepchildren, foster children and legally adopted children may be included, provided they are wholly dependent upon the employee for support and maintenance and are reported for coverage.

3. In the case of divorce, or where the parentage is not clear, such children may be covered provided that the employee is required to provide for their support and maintenance pursuant to a court order.

4. A newborn or adopted child must be reported within sixty (60) days to the New Jersey State Health Benefits Program or other insurance provider. Failure to do so may result in the dependent not attaining coverage until the next renewal pursuant to New Jersey State Health Benefits Program rules.

5. No one will be eligible as a dependent under the Program while covered as an employee of a participating employer or while in military service.

C. The Township shall provide a paid-up drug prescription program to benefit the police officers and their eligible dependents who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee received his permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid. The Township shall pay the full cost of the foregoing program for the employee and his eligible dependents, and shall have the right to change insurance carriers so long as substantially similar benefits are provided to

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those available under the New Jersey State Health Benefits Program.

1. Any employee who remains on the same prescription drug for ninety (90) days or longer must utilize the mail order prescription drug benefit program to be entitled to prescription coverage for that medication.

D. Physical Examinations.

1. It shall be the obligation of the Chief of Police to establish a schedule of appointments for physical/medical examinations for members of the Neptune Police Department, taking into consideration age, prior examinations, accidents or injuries or any other factors or observations he feels important and to the extent of available funding within each current municipal budget year.

2. The Chief of Police shall notify each member of the Police Department in writing of the date and time of the appointment with the Township Physician.

3. The Township Physician shall examine those members of the Neptune Police Department in accordance with a schedule of appointments as established by the Neptune Chief of Police.

4. Upon completion of such examinations, the Township Physician shall prepare a complete report including such recommendations as he deems necessary in the best interests of each member. Four (4) copies of the report shall be submitted to be distributed as follows:

- a. Chief of Police
- b. Confidential Personnel Records File for Officer
- c. Township Administrator

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d. Member of the Police Department, for his personal information or reviewing same with his personal physician, if recommended.

5. Should the report of the Township Physician contain any evidence of a physical condition requiring further evaluation or treatment, then the Neptune Chief of Police shall direct said employee to consult his personal physician. Further, he shall direct the employee to obtain from said personal physician a written outline of his recommendation or prescribed treatment, including if applicable a prescribed treatment timetable. (Example - An overweight condition may include a diet outline and a projected weight loss schedule as a guide for the employee to adhere to.)

6. It shall be the obligation of the employee to submit evidence of his examination by his personal Physician, including the prescribed treatment, to the Township Physician, who shall advise the Chief of Police whether or not a follow up examination is necessary to determine the progress of said employee in relation to the prescribed treatment.

7. In those cases where the Township Physician recommends in writing that the employee undergo medical treatment and/or observation, and where the employee is directed to do so by the Chief of Police, said employee shall be required to submit to treatment by his personal physician and undergo such further examination, treatment, or observation to which the personal physician and the Township Physician shall agree.

8. In that situation where the employee fails to consult his personal physician or disregards the prescribed treatment outlined by his personal physician or otherwise fails or refuses

to follow the recommendations of either the Township Physician or his personal physician, then the disciplinary process shall be initiated by the Chief of Police.

E. FALSE ARREST INSURANCE

The Township agrees to provide false arrest and liability insurance to cover each and every full-time permanent and probationary employee. The coverage shall be in the sum of, and not less than, \$2,000,000.00 per occurrence for each employee.

F. DENTAL PLAN

The Township agrees to provide the Horizon Dental Option dental plan for members of the F.O.P. and their families. The Township shall pay the full cost of the foregoing program (with premium sharing pursuant to P.L. 2012, c. 2 and P.L. 2011, c.78.) for the employee and his eligible dependents, and shall have the right to change insurance carriers so long as substantially similar benefits are provided to those available under the Horizon Dental Option dental plan.

G. LIFE INSURANCE

The Township agrees to provide the members covered by this Agreement a Life Insurance Policy in the amount of \$10,000.00 payable upon the death of said member with double indemnity for accidental death.

H. CRITICAL INCIDENT STRESS MANAGEMENT

Officers involved in a critical incident, which shall be defined as any situation faced by an officer that causes them to experience unusually strong emotional reactions (stress) which have the

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potential to interfere with their ability to function either at the scene or later, shall be provided the opportunity to attain Critical Incident Street Defusing's and Debriefings from one of the volunteer CISD Teams located in New Jersey. Said debriefing and/or defusing may be provided at a Township facility, or on scene, and may be attended by any officer who feels they may be affected. The Chief of Police may develop a policy to initiate a debriefing or defusing.

#### I. EYE CARE INSURANCE PROGRAM

The Township shall provide an opportunity for all officers to enroll in an eyecare insurance program that will provide for an annual eye examination, the provision of a set of prescription lenses annually and the provision of new prescription frames every other year for all permanent and probationary employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. The employee shall pay the full cost of the foregoing program for the employee and his/her eligible dependents. This benefit will be implemented once the Township has generated sufficient interest in this program from the employees to gain a competitive rate for such a program. It is also understood that employees will not be eligible to opt out of coverage, once implemented, the program will be mandatory for all employees within the unit.

## **ARTICLE XIV - EXCHANGE OF HOURS, DUTIES, OR DAYS OFF**

A. The Chief of the Department, or his designee, may grant the request of any permanent member of the Department to exchange hours, duties, or days off.

B. Such request, if granted, shall be on a uniform basis with standard rules and regulations established by the Chief and applying to all permanent members of the Department who make such written request no less than twenty-four (24) hours prior to the assigned duty.

**ARTICLE XV - UNIFORM ALLOWANCE (Effective January 1, 2017)**

A. The Township shall provide Eight Hundred Fifty Dollars (\$850.00) for 2017; Nine Hundred Dollars (\$900.00) for 2018; Nine Hundred Fifty Dollars (\$950.00) for 2019; and One Thousand Dollars (\$1,000.00) for 2020, for Uniform Allowance.

B. The uniform allowance is to be paid in one lump sum in the first pay period in November.

C. Any uniforms, clothing or personal property of the employee actually damaged or destroyed in the course of the employee's duties shall be replaced at the Township's expense. This shall not be charged to an employee's clothing or maintenance allowance. This shall be subject to individual documenting the extent of clothing damage in the line of duty with the Shift Commander prior to the end of the tour of duty in which the damage takes place and subject to the written approval of the voucher by the Chief of Police who shall have the final discretion in such matters; however, the Chief's discretion is limited to a determination as to whether the information contained in said voucher is factual. Not applicable in incidents of carelessness.

D. The Officer is fully responsible for purchasing and maintaining all elements of their required uniform (including appropriate attire for Detectives) pursuant to the Police Department policies governing uniforms as prepared by the Chief of Police. Leather Gear and Badge will be provided by Neptune Township.

E. Employees may be required to wear the Dress Blouse only during Funeral Guard detail, funerals of Neptune Township employees, parades and/or inspections.

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F. Employee shall have the choice of wearing corafram or one (1) other specific leather shoe, agreed upon in advance by the Chief of Police. This section shall not preclude the F.O.P. and the Chief of Police from agreeing upon other types or styles of footwear.

## ARTICLE XVI - MILITARY LEAVE

A. Any employee called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

B. Leaves requested by employees who are members of the New Jersey National Guard or a military reserve unit in order to make minimum attendance requirements, shall be governed by the applicable provisions of the New Jersey Revised Statutes.

## **ARTICLE XVII - RETENTION OF BENEFITS**

Those provisions of Personnel Ordinance No. 1035 of the Township of Neptune, and such amendments thereto adopted prior to the executive of this Agreement, specifically Articles I, II, XIV, XV, XVI, XVII and XVIII, which are applicable to members of the bargaining unit shall remain in full force and effect, except as modified herein during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.



## **ARTICLE XVIII - LEAVE OF ABSENCE**

A. A leave of absence without pay may be granted for good cause to any employee for a period up to six (6) months. Such leave shall be granted at the discretion of the Township Committee upon the recommendation of the Committeeperson for Public Safety and the Chief of Police. The leave may be extended for an additional period up to six (6) months.

B. It shall be the obligation of the employee being granted such leave of absence without pay to arrange with the Township Treasurer for the payment of sufficient funds to cover the continuance of benefits for the period of such leave.

## ARTICLE XIX - RETIREMENT

A. Employees shall retain all pension rights under New Jersey Law and the Ordinance of the Township of Neptune.

B. Any employee who retires under the Police and Firemen's Retirement System based on the required years of service credited in such retirement system, excepting the employee who elected deferred retirement, but including the employee who retires on a disability pension based on fewer years of service credited in such retirement system, shall be provided with Paid up Hospitalization Benefits for the retired employee and those dependents covered under the New Jersey State Health Benefits Program.

If the Township leaves the New Jersey State Health Benefits Program, the Township will provide substantially similar benefits as those provided under the New Jersey State Health Benefits Program.

C. Any employee who retires under the Police and Firemen's Retirement System shall be eligible to receive payment for accumulated sick leave benefits on the following basis:

Reimbursement will be provided as follows: one-half day's pay for each day of accumulated sick time, capped at the greater of \$15,000 or the amount (monetary value) equal to ½ of the officer's accrued sick leave time as of December 31, 2013 with a maximum of two hundred and sixty days, which is equivalent to one hundred thirty days pay. Officers will not accrue any additional value of their sick time (for reimbursement purposes) after December 31, 2013.

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D. Said accumulated sick leave benefits will be paid in full to the employee upon his retirement provided that there are sufficient funds remaining from that individual employee's budgeted salary. In the event, there are not sufficient funds from the individual employee's budgeted salary, then the Township at its option, may pay the entire sum due or only so much of the sum due as remains from the employee's budgeted salary and the Township may pay the balance in the next fiscal year.

E. In the event of the employee's death prior to his retirement, such accumulated sick leave benefit will be paid on the basis noted in C above to the employee's designated beneficiary or estate.

## ARTICLE XX - COURT TIME

A. Any member covered by this Agreement shall be paid at the member's over time rate of pay (time and one half) for court appearances with a minimum of two hours and all other proceedings he is required to attend by subpoena in all matters related to the performance of his duties. In lieu of cash payment, a member may opt to receive compensatory time off at the rate of one and one half times (t 1 ½). Such time may be taken only when scheduled by the Chief so as not to interfere with Departmental operations.

B. There shall be a minimum of four (4) hours compensatory time for Superior Court appearances at time and one-half and a minimum of two (2) hours compensatory time for all other court appearances at time and one-half. Any time accumulated in excess of the hours described above will be accrued at time and one-half.

C. Each member of the Police Department, including those members covered under this agreement, will be allowed to carry a maximum of eighty (80) hours compensatory time.

D. Police vehicles will be provided for all matters in which a member is required to attend by subpoena. Court time shall be calculated from the time the member arrives at Headquarters to pick up the vehicle to the time he returns to the Police Headquarters, subject to the availability of vehicles at the discretion of the officer in charge.

**ARTICLE XXI - SALARIES**

A. The base salaries of the following positions have been set with the intent to maintain a differential between ranks of not less than 8.5% as established in previous contracts.

The position of Sergeant shall receive a base pay equal to no less than 8.5% greater than the position of a Full Patrolman. The position of Lieutenant shall receive a base pay equal to no less than 8.5% greater than the position of a Sergeant. The position of Captain shall receive a base pay equal to no less than 8.5% greater than the position of a Lieutenant. Nothing in this contract will require the Township to change the salaries approved herein based upon the settlement of any other contract.

B. The salaries for all members of the Police Department above the rank of Full Patrolman and below the rank of Deputy Chief for the years 2017 and 2018 shall be as follows:

Sergeant:	\$120,512.00
Lieutenant:	\$130,755.00
Captain:	\$141,870.00

The salaries for all members of the Police Department above the rank of Full Patrolman and below the rank of Deputy Chief for the year 2019 shall be as follows:

Sergeant:	\$123,525.00
Lieutenant:	\$134,024.00
Captain:	\$145,417.00

The salaries for all members of the Police Department above the rank of Full Patrolman and below the rank of Deputy Chief for the year 2020 shall be as follows:

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Sergeant: \$126,613.00

Lieutenant: \$137,375.00

Captain: \$149,052.00

C. Employees assigned as detectives, in addition to their base salary set forth above, are to be paid an extra stipend of Two Thousand Two Hundred Fifty (\$2,250.00) per year, while assigned to the Detective Bureau.

## **ARTICLE XXII - LONGEVITY**

A. Longevity has been eliminated effective January 1, 2017. All employees who were members of the bargaining unit as of December 31, 2016 shall receive a longevity "phase-out" payment added to their base pay which will be equal to their longevity payment in effect as of December 31, 2016, plus \$500.00. There will be no additional longevity steps nor will longevity be paid to future employees of the bargaining unit. Those who are promoted into this bargaining unit shall be permitted to continue to receive the longevity "phase-out" payment they were receiving in their previous position.

## **ARTICLE XXIII - SEPARABILITY AND SAVINGS**

A. The Township and the F.O.P. recognize the applicability of present or future Federal Executive Orders or Federal or State Legislation dealing with economic controls on wages, prices, salaries, etc. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event, any or all of the salary increases or adjustments or other economic changes cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

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

C. In the event, any provision of this Agreement which provided economic benefits to employees is declared null and void or unenforceable, the parties shall meet to renegotiate an economic benefit to replace the invalid provisions. If the parties fail to agree, the dispute shall be submitted to interest arbitration pursuant to Chapter 85, Laws of 1977.



## **ARTICLE XXIV - FULLY BARGAINED PROVISIONS**

A. 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.

B. 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.

## **ARTICLE XXV - INTERNAL INVESTIGATION PROCEDURE**

The internal investigation procedure is as follows:

A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide-ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts some questions may arise concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to ensure that said investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

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

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

3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

4. All internal affairs investigations shall be conducted consistent with the Attorney General's Guidelines on Internal Affairs Policies and Procedures, as per, N.J.S.A. 40A:14-181.

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

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

7. In all cases and in every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his F.O.P. representative(s) before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force and the member shall have the right to have a representative of the F.O.P. present during the interrogation.

## ARTICLE XXVI - MISCELLANEOUS

A. The Township of Neptune agrees to furnish each member of the F.O.P. with a contract booklet within sixty (60) days of the ratification of this Agreement.

B. The Township of Neptune agrees to allow any police officer who retires from the Neptune Police Department after a minimum of twenty years of service to keep his assigned badge. In addition, the Township will furnish the police officer with a proper identification card indicating the retired status of the police officer. This service shall also be provided to any member of the F.O.P. who must retire because of medical reasons.

C. Pay checks will be available for all members at 6:30 a.m. on the morning of the normal pay period.

D. Except in cases in which a conflict of interest exists which necessitates the assignment of separate counsel to the officer, the Township reserves the right to assign counsel to the officer(s) in question, Township will reimburse officers for legal fees incurred for personal counsel for lawsuits for punitive damages against officers at the rate equivalent to the rate set annually for the township general counsel, plus reasonable costs, with a maximum of \$2,500.00 per case. This authorization may be increased by resolution of the Governing Body, at the sole discretion of the Governing Body. Officer must receive approval of Township Committee prior to attaining counsel. Should an officer ever be held liable for punitive damages, the Township Committee reserves the right, in all cases, to not reimburse legal fees and costs.

**ARTICLE XXVII - TERM AND RENEWAL**

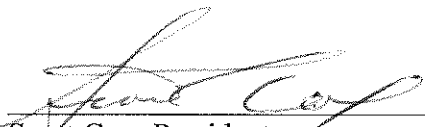
This Agreement shall be in full force and take effect January 1, 2017 and shall remain in effect up to and including December 31, 2020 without any reopening date.

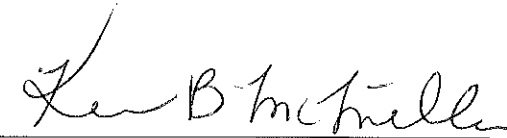
This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 nor later than 90 days prior to the expiration date of the Agreement of a desire to change, modify or terminate the same.

DATED: December 13, 2016

NEPTUNE F.O.P. LODGE 19

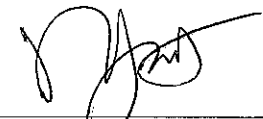
TOWNSHIP OF NEPTUNE

  
\_\_\_\_\_  
Scott Cox, President

  
\_\_\_\_\_  
Kevin D. McMillan Mayor

Attest:

  
\_\_\_\_\_  
Anthony Gualario

  
\_\_\_\_\_  
Richard J. Cuttrell,

Municipal Clerk