

Colts Neck Township Municipal Building

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Mr. Lawrence Henderson  
Chairman  
State of New Jersey  
Public Employment Relations Commission  
P. O. Box 429  
Trenton, NJ 08625-0429

Subject: Certification

Dear Mr. Henderson:

I declare to the best of my knowledge and belief that the attached document is a true electronic copy of the executed collective negotiation agreement between the Township of Colts Neck and the Policemen's Benevolent Association Local 333, covering the period January 1, 2007 through December 31, 2011.

Very truly yours,

Robert Bowden  
Township Administrator

Attachment



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**COLTS NECK TOWNSHIP POLICEMEN'S BENEVOLENT  
ASSOCIATION LOCAL 333**

**AND**

**THE TOWNSHIP OF COLTS NECK, NEW JERSEY**

**CONTRACT FOR 2007-2011**

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**COLTS NECK P.B.A. CONTRACT 2007-2011**  
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**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COLTS  
NECK TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL  
333 AND THE TOWNSHIP OF COLTS NECK, NEW JERSEY FOR 2007-2011**

**ARTICLE I**  
**RECOGNITION**

A. The Township of Colts Neck hereby recognizes the Colts Neck Township Policemen's Benevolent Association Local 333 as the exclusive collective bargaining agent for all the officers and members of the Police Department in the Township.

B. Officers and members shall be defined to include all sworn personnel, singular as well as plural, and to include males and females; the use in the words employee, policeman or officer, shall be intended to include all persons in the bargaining unit. Sworn officers of the rank of Sergeant or below shall be included in the bargaining unit. Excluded from the bargaining unit shall be all clerks, typists, dispatchers, special officers, crossing guards, court officers and probationary Patrolmen.

**ARTICLE II**  
**COLLECTIVE BARGAINING PROCEDURE**

A. Collective bargaining with respect to the rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties in accordance with N.J.S.A. 34:13A-5.3 et. seq; and regulations promulgated thereunder.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

C. Neither party shall have control over the selection of negotiating representatives of the other party. Either party may call upon professional advisors to serve as consultants during any period or phase of the negotiations at the parties own expense. In all negotiating sessions there shall be one (1) person present with authority representing each of the following: the Township, the Patrolmen, and the Sergeants.

**ARTICLE III**  
**SENIORITY**

A. Seniority shall be defined to mean the accumulated length of full-time service with the Colts Neck Police Department, computed from the date of hire as a police officer. Employees with the same date of hire shall have their seniority further defined by one or more of the following:

1. Officers who are P.T.C. certified prior to their date of hire shall have seniority over those who are hired on the same date that are not P.T.C. certified.

2. In the event that more than one officer holding P.T.C. certification is hired on the same date, seniority shall be determined by their date of certification.

3. In the event that more than one officer is hired on the same date who are or become P.T.C. certified at the same time, seniority shall be determined by their Police Academy final grade average.

B. For compensatory time off, upon thirty (30) days notice prior to the date requested, seniority shall prevail when selecting such days. When less than thirty (30) days notice is given to the employer, seniority shall not apply and such days will be granted on a first requested, first granted basis.

C. Upon all things being equal, traditional principles of seniority shall apply to shift transfers.

D. A master seniority list, based upon the above definitions, shall be maintained and supplied annually to the P.B.A. This list shall indicate the official seniority of all members of the Police Department.

E. In the event the Township may deem it necessary to perform a lay-off, the following conditions shall apply:

1. For the purposes of a lay-off and recall, the person with the lowest seniority, as defined in Section A of this article, shall be the first one to be laid off. In the event more than one person has to be laid off, the next one with lowest seniority shall be the second one to be laid off, and so on. The last person to be laid off shall be the first one to be recalled back to work.

2. Employees that are to be laid off shall receive thirty (30) days notice of such lay-off.

3. Laid off employees shall remain on a recall list for a period of twelve (12) months. Notice of recall to work shall be sent to the employee by certified mail or telegram to the employee's last address on record with the Township. Recall notice shall not require the employee to return to work earlier than two (2) weeks from the date of the notice. The employee must respond to the notice within fourteen (14) days of such notice with an intent to return to work.

4. Upon an employee being laid off, all accrued vacation time and accrued compensatory time will be paid to the employee on an hour for hour basis.

5. A laid off employee who returns to work from a lay-off will be reinstated at the level of seniority they held at the time of lay-off. The employee



shall have all accrued sick time returned to his sick leave bank that he had at the time of lay-off.

6. The Township reserves the right to require any returning employees to have a physical and/or psychological exam and to do a background investigation on that employee. Physical and psychological exams shall be at the expense of the Township.

7. While laid off, an employee shall not be paid any health or pension benefits nor shall they accrue any vacation time or sick leave.

**ARTICLE IV**  
**SICK LEAVE**

A. Sick leave is defined as paid leave granted to each employee covered under this agreement who is unable, through sickness or injury, to perform the duties of his position and which sickness or injury did not arise out of the course of his employment. Sick leave may be utilized by employees in the event of an injury or illness to himself or for any injury or illness within the members of his family. "Members of his family" shall be defined as any of the following: spouse, son, daughter, step-son, step-daughter, father, mother, father-in-law or mother-in-law. In the case of father, mother, father-in-law or mother-in-law, this clause shall only apply when the illness or injury requires the presence, directly or indirectly, of the employee.

B. Each employee shall earn sick leave, as defined above, with pay, to which he is eligible, as follows:

1. During the entire, or any part of, the first calendar year of employment ending December 31<sup>st</sup>, one (1) working day for each month of employment shall be earned.

2. Each succeeding year of employment up to the beginning of the fourth year, one (1) working day for each month in that calendar year, plus days accrued.

3. Effective from the beginning of the first day of the fourth year of employment, employees shall accrue sick leave at the rate of one and one-sixth day per month for a total of fourteen (14) days per year.

4. All unused sick days shall be accumulated without limitation into future years for future use.

C. Any full time permanent employee must promptly notify the supervisor on duty of his intended absence from work as allowed for in this article. Notification shall be made before the employee's scheduled starting time, except in the case where because of the emergent nature of the illness or injury, notification cannot be made as herein set forth, but in which event notification should be given as soon as reasonable possible.

D. Employees, upon attaining twenty-five (25) years of service in the police and fire pension system, shall receive payment of earned and unused sick leave at the officer's pay rate of one (1) day pay for each three (3) days accrual upon retirement, to a cap of Five Thousand (\$5,000.00) Dollars.

E. The department supervisor may require a doctor's certification of illness or injury for any leave over three (3) days; if the Chief of Police suspects that there is an abuse of sick leave, the Township reserves the right to require a doctor's certificate for absences for sick leave of one (1) day or more. The Township reserves the right to have any employee reporting as ill or disabled to be examined by a physician designated by the Township, at the Township's expense, to verify the illness or disability and determine when and whether or not the employee may resume his duties.

F. Sick leave shall not be allowed for non-emergency dental and other such medically related non-emergency professional services which are readily available during non-working hours.

G. An employee who is certified as absent on account of a disability or accident caused in the usual course of his work shall not have such absences charged against his sick leave.

H. No employee, while on sick leave from the Township, shall be otherwise employed or engaged in any outside work or employment whatsoever. An employee who is on sick leave (unless he gives prior notification to the Chief of Police as to another location at which he is receiving or giving care) will remain at this place of residence or at a required medical facility, or may be absent from his home only for a visit to a required physician's office or place of treatment. If the employee is not at home, or at a medical facility or required place of treatment or examination, as verified by either a telephone call or personal visit, then no sick leave will be accrued, and a loss of pay for the period of absence will be assessed against the employee.

I. For the purpose of calculating sick leave, the employee's first year's anniversary date will be used. Employees whose initial day of work falls on or between October 1<sup>st</sup> and March 31<sup>st</sup> shall have an anniversary date of January 1<sup>st</sup>. For example, if an employee was hired on February 1, 1989 his anniversary date will be calculated from January 1, 1989. An employee whose initial day of work falls on or between April 1<sup>st</sup> and September 30<sup>th</sup> shall have an anniversary date of July 1<sup>st</sup>. For example, if an employee was hired on May 1, 1989, his anniversary date shall be calculated from July 1, 1989. All calculations shall be based on either one of these two dates only.

J. If an employee becomes sufficiently ill so as to require inpatient hospital care while he is on vacation, he may charge such period of illness and post-hospital recuperation against sick leave, at his option. The employee must submit a doctor's certificate as to the need for in-hospital care and post-hospital recuperation. The vacation leave will be credited back to the employee.

**ARTICLE V**  
**VACATIONS**

A. Effective January 1, 2008, full time, permanent employees shall earn vacation on the basis of the following schedule:

Beginning 1 <sup>st</sup> day of employment	5 days (prorated)
Entering 2 <sup>nd</sup> calendar year of employment	7 days
Entering 3 <sup>rd</sup> - 5 <sup>th</sup> calendar year of employment	12 days
Entering 6 <sup>th</sup> - 10 <sup>th</sup> calendar year of employment	17 days
Entering 11 <sup>th</sup> - 14 <sup>th</sup> calendar year of employment	19 days
Entering 15 <sup>th</sup> - 17 <sup>th</sup> calendar year of employment	20 days
Entering 18 <sup>th</sup> - 21 <sup>st</sup> calendar year of employment	21 days
Entering 22 <sup>nd</sup> - 24 <sup>th</sup> calendar year of employment	22 days
Entering 25 <sup>th</sup> calendar year	24 days

B. Vacations shall be taken at such time and for such terms as the Chief of Police shall determine to be in the best interest of the Township, subject to the terms of this contract and the following selection of vacation by seniority. Vacation sign-up sheets by seniority. Chief or his designee sets the number of open vacation slots for each squad for each day of coming year, and the list is posted by November 15<sup>th</sup> of each year. People sign up per seniority by December 15<sup>th</sup> of each year. Schedule to be posted by January 1<sup>st</sup> for the next year. At Chief's discretion, officers may request other vacation time to be

scheduled. At least one (1) vacation slot will be posted for each squad for each day except for the entire week of the Colts Neck Fair, and, for these shifts on the individual dates of observance for each named holiday: Memorial Day – 6:45 to 3:15 (Shift 2), July Fourth – 2:45 to 11:15 (Shift 3), and the Colts Neck 10K Run – 6:45 to 3:15 (Shift 2). For those exceptions, vacations may be granted in the Chief's discretion on an ad hoc basis depending on manpower needs. The named exceptions shall not, in and of themselves, be considered extreme emergencies.

C. Vacations should be taken within twelve (12) months from the date on which it is earned. In the event that, at the direction of the Chief of Police, the duties of the employee prevent the use of a full vacation entitlement in that twelve (12) month period, unused vacation leave may be carried forward into the next succeeding twelve (12) month period only with written approval from the Chief of Police.

D. An employee whose employment is terminated prior to the expiration of the probationary period will not be entitled to vacation leave or pay in lieu thereof. Any other employee whose employment is terminated shall receive such pay in lieu of vacation leave upon his termination as calculated under paragraph A hereof for such days earned and not previously taken.

E. For the purpose of calculating vacation entitlement, the employee's first year's anniversary date will be used. Employees whose initial day of work falls on or between October 1<sup>st</sup> and March 31<sup>st</sup> shall have an anniversary date of January 1<sup>st</sup>. For example, if an employee was hired on February 1, 1989 his

anniversary date will be calculated from January 1, 1989. An employee whose initial day of work falls on or between April 1<sup>st</sup> and September 30<sup>th</sup> shall have an anniversary date of July 1<sup>st</sup>. For example, if an employee was hired on May 1, 1989, his anniversary date shall be calculated from July 1, 1989. All calculations shall be based on either one of these two dates only.



**ARTICLE VI**  
**BEREAVEMENT LEAVE**

A. An employee may request up to a maximum of three (3) day's bereavement leave at no loss in regular pay in the case of a death of their immediate family. Such leave is to be taken within a reasonable time of the day of death or day of the funeral and may not be split or postponed.

B. Immediate family shall be defined as to include the following: mother, father, spouse, child, step-child, brother, sister, father-in-law, mother-in-law, or grandparents.

C. The employee may use vacation or compensatory time for additional bereavement leave with approval from the Chief of Police.

**ARTICLE VII**  
**OVERTIME**

A. The Township agrees that overtime consisting of time and one-half shall be paid to all employees for hours worked in excess of a normal work day of eight and one-half (8 ½) hours and/or for any normal work week in a seven (7) day period of more than forty-two and one-half (42 ½) hours.

B. Employees shall not be paid overtime for hours worked in excess of the normal day unless such overtime is authorized by the Chief of Police or his designee. Overtime shall not be paid during the time a patrolman serves in the Police Academy.

C. Any additional time beyond the tour of duty as defined herein shall be paid at the rate of one and one-half (1 ½) for each hour worked. In the event an employee is required to work fifteen (15) minutes or more up to forty-five (45) minutes of overtime, he shall be paid as if he had worked one-half (½) hour. If he is obligated to work more than forty-five (45) minutes, but less than one (1) hour, he shall be paid as if he had worked one (1) hour. For any portions thereafter, time shall be compensated in the manner described above.

D. In the event an employee is called into duty other than for his normal assignment (except where the employee is recalled to duty to complete or correct improper work as directed by the Chief of Police or his designee, and he shall be paid for only the actual time worked at straight time, to correct the improper work) he shall be paid overtime at time and one-half for all time worked

during such period, but in no case shall he be paid for less than four (4) hours at that rate. For court time, no less than four (4) hours.

E. Any employee who shall be required to appear in any court, including Municipal or Superior, or at an administrative hearing at the Division of Motor Vehicles, at a time other than when he is on duty, shall be paid for the time at the rate of time and one-half. This shall include:

1. Employees responding to their own complaints;
2. Responding as a witness at the direction of their superior officer or the Chief of Police;
3. In response to subpoenas from any court; or
4. By virtue of notice in lieu of subpoena arranged either by the prosecutor's office, superior officer of the Department, or the Chief of Police.

F. Compensatory time. Where overtime payment in accordance with this article is earned, the employee may, at his option, elect to take compensatory time off at the same time and one-half rate. This compensatory time off may be taken only if, in the Chief of Police's discretion, the employee's absence will not impair the good order of the department.

G. Any employee involved in an off-duty arrest or incident shall be paid at the rate of time and one-half for the hours worked.

H. In the event any overtime becomes necessary, all officers will be contacted using the original schedule that the Chief of Police puts out on November 15<sup>th</sup> of the prior year. Officers that are scheduled off shall be contacted first, by seniority. In the event that none of the officers scheduled off

accept the assignment, all remaining officers shall be contacted in seniority order. In the event that no officer accepts the overtime based upon the previous seniority system, the employer may mandate officers to work the overtime by reverse seniority in the following order: officers working (patrolman followed by superior officers, based upon lowest rank and thereafter date of promotion and/or seniority). Then the officers who have taken off (vacation leave, compensatory time, or schedule switches) will be maintained to work in reverse seniority. The officers who are scheduled off shall be the last officers to be mandated to work in reverse seniority. An officer scheduled off shall be defined for this Article to mean any officer not scheduled to work on the day the assignment is needed using the schedule that the Police Chief puts out on November 15<sup>th</sup> of the prior year.

For blocked out special details, officers who use five (5) or more continuous vacation days, including the day of the detail, will be the last to be forced in by seniority. There will be no bumping rights within five days (120 hours) of the assignment and the first officer to accept the assignment within the five days (120 hours) period shall have the assignment with no one able to bump him/her off of the assignment.

If in the opinion of the Chief of Police, it shall further the police function to assign an employee or employees after their patrol to what is commonly referred to as a "road job" then those assignments shall be made in the same manner as set forth herein.

I. A detective shall work an eight hour and ten minute daily shift to even out the hours per year.

**ARTICLE VIII**  
**SALARY**

A. The annual base salary for each of the classifications shown below shall be set forth in this article. All employees covered under this agreement shall be paid on the basis of an annual salary. All officers hired before March 1, 2008 shall reach maximum in the seventh year of service. In 2008, one (1) additional step will be added at the entry level. All officers hired on or after March 1, 2008 shall be subject to one (1) additional step and shall reach maximum in the eighth year of service. The annual salary for each of the classifications set forth below shall be as follows:

Year	2007	2008	2009	2010	2011
Sergeant	\$88,405	\$92,162	\$96,079	\$100,163	\$104,419
Corporal	83,248	86,786	90,474	94,319	98,328
Seventh	79,952	83,350	86,893	90,586	94,436
Sixth	72,680	75,769	78,989	82,346	85,846
Fifth	66,441	69,264	72,208	75,277	78,476
Fourth	60,198	62,757	65,424	68,204	71,103
Third	53,957	56,250	58,640	61,133	63,731
Second	46,126	48,087	50,131	52,261	54,482
First	38,879	40,531	42,254	44,050	45,922
Academy Probation		31,275	32,604	33,990	35,434

B. For the purpose of calculating salary adjustments, the employee's first year's anniversary date will be used. Employees whose initial day of work falls on or between October 1<sup>st</sup> or March 31<sup>st</sup> shall have an anniversary date of January 1<sup>st</sup>. Employees whose initial day of work falls on or between April 1<sup>st</sup> and September 30<sup>th</sup> shall have an anniversary date of July 1<sup>st</sup>. All calculations shall be based on either of these two dates only.

**ARTICLE IX**  
**PENSIONS**

A. The Township shall contribute the employer's contribution to the old age and survivor's insurance (social security) system and to the Police and Firemen's Retirement System. Employee contributions to the Social Security System and the Police and Firemen's Retirement System shall be deducted from the employee's earnings from each pay period.

B. Pension benefits, deductions, and contributions shall continue during periods of paid leave.

C. The employee shall notify the Chief of Police, in writing, at least ninety (90) days before planned retirement to facilitate the prompt payment of benefits.

**ARTICLE X**  
**EDUCATION INCENTIVE**

A. The Township agrees to pay each employee, in addition to his annual salary, a yearly education incentive based upon the following table:

1.	Associate's Degree	\$700.00
2.	Bachelor's Degree	\$1,500.00
3.	Master's Degree	\$2,400.00

B. Payment will be made provided the Chief of Police determines that the credits were earned from an accredited four-year or two-year institution of higher learning in the area of criminal justice or a related field. The incentive will be paid to the employee on or before August 1<sup>st</sup> of each year in a separate check from the employee's normal pay check; this payment shall be treated as a bonus, and income taxes withheld as though same were paid over the entire calendar year.

C. The Township agrees to provide reimbursement for six (6) credits per semester (12 credits annually) to employees for tuition, books and fees based on the Rutgers University – New Brunswick posted rate per “in-state” credit hour for an off-campus professional credit. (See website [www.rutgers.edu](http://www.rutgers.edu)., select “Search Rutgers” on the top tool bar; input “off campus professional credit” in the search box; the first item is the “Off Campus Professional Credit Course”, highlight and look at the credit cost for “in-state” credit hour) for classes in a matriculated program in criminal justice or a related field at accredited two-year and/or four-year institutions of higher learning, after



completion of such class(es) with proof of a "C" or better grade and proper receipts.

**ARTICLE XI**  
**CLOTHING AND EQUIPMENT**

A. The Township shall be responsible for the provision, maintenance and replacement of all uniforms and equipment.

B. The Township, in addition to uniforms, will provide to each employee, at no expense to the employee, the following:

1. A weapon and ammunition
2. All necessary leather gear
3. A bulletproof vest –minimum Level IIA
4. Rain gear
5. A winter jacket
6. A uniform badge
7. A wallet badge
8. Two name plates

This equipment shall remain at all times the property of the Township.

The Township shall pay for the original issue and renewal of vests, minimum level IIA. Vests shall be replaced before the warranty and/or guarantee ends. Additionally, an officer may choose a higher level vest, but the employee shall pay the difference between a Level IIA vest and the vest the employee chooses.

C. All requests for clothing or equipment shall be made to the Chief of Police or his designee and shall be approved by the Township Administrator.

D. The Township shall pay for normal and reasonable dry cleaning expense for the employee's uniforms, subject to the provisions of paragraph A hereinabove.

**ARTICLE XII**  
**HOURS**

A. The parties understand and agree that the standard work week schedule for an employee covered by this agreement requires an employee's services continuing throughout the seven day week and that the standard work week shall consist of forty two and one-half (42 ½) hours work within said standard work week.

B. Each tour of duty shall be eight and one-half (8 ½) hours of work.

C. Full-time permanent employees shall work a schedule each three (3) weeks as follows:

1<sup>st</sup> week - 5 days on, 2 days off;

2<sup>nd</sup> week- 5 days on, 2 days off;

3<sup>rd</sup> week- 5 days on, 3 days off.

D. All shift assignments for each employee shall be made uniformly and shall not be changed without five (5) days prior notice to the employee, unless an emergency exists.

E. Whenever the Township is requested or required to furnish patrolmen for a work assignment, these assignments shall be offered in accordance with the seniority provisions set forth in Article VI –Overtime, of this agreement. Private duty assignments shall be made exclusively through the Chief of Police or his designee under a schedule of fees established by Township Ordinance.

F. No shift change shall be made for the sole purpose of avoiding the payment of overtime.

G. Employees shall have a minimum of sixteen (16) hours off when rotating between regularly scheduled shifts:

H. Patrol schedule will be posted for a year in advance by November 1<sup>st</sup> of each year. This is not intended to limit the Chief's authority to change schedules.

I. The parties agree to establish, within a reasonable period of time, a Joint Labor-Management Committee, including the Chief of Police, to discuss new work schedule options.

**ARTICLE XIII**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

A. The Association shall have the right to conduct meetings at reasonable times on Township premises, provided twenty-four (24) hours notice is first given to the Township by giving such notice to the Township Administrator. The Township shall select an appropriate place, depending upon the number of persons to attend, as estimated by the Association. The Association shall not be required to identify the persons who are to attend the meetings. Such meetings shall be scheduled and conducted in such a manner as to not disrupt the good working order of the Police Department.

B. The Association President, or his representative, shall have the right to visit the Township Administrator or the Chief of Police, representative(s) of the Township Administrator or Chief of Police, police headquarters and all other police occupied facilities during off-duty hours for Association business, provided said visits do not disrupt the good order or function of the Township government.

C. The Township will provide the Association with sufficient wall space no less than four (4) feet by five (5) feet for a bulletin board. This space must be easily accessible to all members.

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

1. One (1) scheduled work day to the delegate designated by the P.B.A. as a delegate to attend the regular monthly meetings, held on that date, by the state Board of Delegates of the N.J. State P.B.A.

2. One (1) scheduled work day to the delegate designated by the P.B.A. as a delegate to attend the regular monthly meetings, held on that date, by the County P.B.A.

3. The PBA President, State Delegate or designee(s) shall be permitted time-off without loss of pay, not to exceed seventy-five (75) hours annually as restricted below, to address PBA business including but not limited to preparation and attendance at grievance/PERC hearings, contract negotiations, appeals of any aforementioned litigation and participation in committees or meeting of the New Jersey State Policemen's Benevolent Association. PBA leave shall be granted provided that, (1) at the time of notice to the Police Chief of the request for said leave, the leave does not create the need for overtime; (2) if overtime is created subsequent to the notice to the Police Chief, the PBA leave will not be denied. This provision is not associated with Sections (D)(1) or (2) or Section (E) of this Article.

E. The Township agrees to grant the necessary time off without loss of pay or time to persons in the service of the county or municipality who are duly authorized representatives of an employee organization to attend any State, County or National convention of such organization in accordance with all provisions set forth in N.J.S.A. 40A:14-177.

**ARTICLE XIV**  
**EMPLOYEE'S RIGHTS**

A. Employees covered by this agreement hold a unique status as public officers, in that the nature of their office and employment involves the exercise of the 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 matters of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive with good order and discipline, the following rules are hereby adopted.

1. This article shall not preclude a supervisor's right to question subordinates relative to their daily activities.

2. There shall be only one (1) Police Department personnel file which shall be maintained in the office of the Chief of Police, and members of the Police Department shall have the opportunity to review their personnel file upon request, within a reasonable period of time, of the Chief of Police or his designees between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday. The employees may copy any document which is in their file.

3. The employee shall not be required to report the employment of a spouse or children.



4. Photographs of any employee shall not be displayed or made available to any member or segment of the news media without the prior approval of the employee, except pursuant to a valid court order.

5. The address of an employee's residence and telephone number shall not be made known to anyone without said employee's permission, unless in a criminal or disciplinary investigation.

6. The Chief of Police, or his designee, will have the sole power to determine whether a patrolman shall be required to carry his weapon, on written direction.

**ARTICLE XV**  
**GRIEVANCE PROCEDURE**

A. In order to provide for an expeditious and mutually satisfactory settlement of grievances, the procedure hereafter shall be followed. A grievance is herein defined as any controversy arising over the application of or adherence to terms and conditions of this agreement as it affects the employees covered under this agreement; provided further that grievance shall not be defined to include disciplinary proceedings brought by the Township in accordance with applicable statute and ordinance requirements. A grievance is also defined as including any minor discipline of five (5) days or less.

**STEP 1: CHIEF OF POLICE**

A grievance shall first be presented by the grievant in writing to the Chief of Police, or his designee, together with the President of the Association, or his designee, within twenty (20) calendar days of the occurrence giving rise to the grievance, otherwise said grievance shall be deemed waived.

Within ten (10) calendar days of such grievance being presented to the Chief of Police, or his designee, the grievant and the employee's representatives shall meet with the Chief of Police to discuss the issue(s). The grievant(s) and the designated Association representative(s) shall suffer no loss in pay or benefits for time lost from scheduled work in order to attend a grievance meeting held pursuant to this agreement.

The Chief of Police, or his designee, shall render a written decision within fifteen (15) calendar days of the meeting being held pursuant to Step 1 or within

fourteen (14) calendar days after the grievance was presented to the Chief of Police, or his designee, whichever is greater.

**STEP 2: ADMINISTRATOR**

If the grievant is not satisfied with the disposition of the grievance in Step 1, or if no solution has been agreed to within the time limits contained in Step 1, then the grievant may, within an additional seven (7) days, present the grievance in writing to the Township Administrator.

Within ten (10) calendar days of receipt of such grievance, the Township Administrator shall meet with the grievant, the grievant's designated Association representative(s) and the grievant's supervisor to discuss the issue(s). The grievant and the designated Association representative(s) shall suffer no loss of pay or benefits for time lost from scheduled work in order to attend a grievance meeting held pursuant to Step 2.

The Township Administrator shall render a written decision within fourteen (14) calendar days of the meeting held pursuant to Step 2.

**STEP 3: ARBITRATION**

If the grievant(s) is not satisfied with the disposition of the grievance in Step 2, or if there is no timely decision, the grievant may submit the grievance to arbitration.

The grievant must submit to the agency indicated below and notify the Township in writing of such submission within thirty (30) calendar days of receiving the decision of the Township Administrator.

The arbitrator shall be chosen pursuant to the rules of the Public Employment Relations Commission. The arbitrator shall be bound by this agreement. The cost of the arbitrator shall be borne by the losing party and the decision of the arbitrator shall be final and binding on the parties.

The grievant, the designated Association representative(s) and witnesses subject to this agreement shall suffer no loss of pay or benefits for time lost from scheduled work in order to appear at an arbitration held pursuant to Step 3.

~~The failure of the grievant or the Association to adhere to the time~~ requirements set forth in this grievance procedure shall constitute a waiver of the grievance. The procedure and mechanism set forth in this Article shall constitute the exclusive procedure between the parties for the resolution of any and all grievances.

**ARTICLE XVI**  
**LIFE INSURANCE**

A. Employees covered under this agreement shall have life insurance as allowed by the Police and Firemen's Retirement System as may be required by law.

**ARTICLE XVII**  
**FALSE ARREST AND LIABILITY INSURANCE**

A. The Township shall procure, maintain and provide for all employees of the Police Department professional liability insurance coverage, at no expense to the employee, to include but not be limited to, libel, slander, defamation, or right of privacy, occupancy, or false arrest, detention or imprisonment, malicious prosecution or assault.

1. Such insurance shall be provided by a primary policy provided by the Mid Jersey Joint Insurance Fund in the minimum amount of one hundred thousand dollars (\$100,000.00) per occurrence.

2. Such insurance shall be in the amount of two million dollars (\$2,000,000.00) minimum under the Excess Liability portion of the Township insurance policy obtained through the Mid Jersey Joint Insurance Fund.

B. The P.B.A. will be given a master copy of each annual policy obtained by the Township to meet its coverage obligations under this Article.

C. The Township of Colts Neck may change insurance carriers, or enter into a partial or complete self-insurance program, at its option, subject to substantially similar benefits being provided.

**ARTICLE XVIII**  
**SURGICAL AND HEALTH PLANS**

A. The Township will provide, at no cost to the full-time permanent employees, health insurance coverage as described in general terms herein to cover full family responsibilities including spouses of the employee and the children of the employees below the age of twenty-three (23), if said children are dependents and otherwise qualify under the policy definition.

B. The Township will provide, at no cost to the full-time permanent employee, health insurance coverage as described in general terms herein and of a quality and containing a series of benefits at least equal to those provided by New Jersey Blue Cross/Blue Shield and Major Medical Rider J Pace Program.

1. Group Plan Provisions shall be revised effective January 1, 2004 to reflect the following:

	In-Network	Out-of-Network
Individual Family Deductible	\$300/\$600	\$400/\$800
Out-of-Pocket (Max)	\$800/\$1,200	\$2,250/\$4,250
Other Changes	NO OTHER CHANGES TO EXISTING COVERAGE	Hospital, Physician, Diagnostic Therapy, Mental Health, Substance Abuse and other Services – 80%  Out Patient Mental Health and Substance Abuse - 50%  Emergency Room Service remains at 100%

C. The Township will provide, at no cost to the full-time permanent employee, fifty-percent (50%) dental insurance coverage pursuant to the Delta Dental Plan of New Jersey, or an equivalent program of such benefits.

D. The Township may change insurance carriers, or enter into a partial or complete self-insurance program, at its option, subject to substantially similar benefits being provided.

E. Effective January 1, 2008, all employees shall be required to contribute one (1%) percent of the base wage. This contribution shall be deducted from the employee's regular pay and subject to the Employer's Section 125 plan for tax purposes only. Effective January 1, 2008, the Employer shall establish a Section 125 for tax purposes only.

F. The Township shall institute a "voluntary waiver" program for employees who have alternate health insurance coverage by providing payment in lieu of health insurance as follows:

Single Coverage	\$2,000 per year
Husband/Wife Coverage	\$2,500 per year
Family Coverage	\$3,000 per year



**ARTICLE XIX**  
**MANAGEMENT RIGHTS**

A. It is the right of the Township of Colts Neck, through and by the Chief of Police, or his designee, to determine the standards of service to be offered by its Police Department, determine the standards of selection for employment in the Police Department, direct its employees, take disciplinary action, relieve a police employee from duty because of lack of work or any legitimate reason, maintain the status of operations, determine the methods, means and personnel by which its operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary action to perform its obligation in emergencies, and exert complete control and have discretion over its organization and the technology required for performance, except as specifically modified or defined by specific provisions of this Agreement.

**ARTICLE XX**  
**UNPAID LEAVE OF ABSENCE**

A. At the discretion and the approval of the Colts Neck Township Committee, any employee may be granted a leave of absence without pay.

B. An employee on leave of absence without pay, except military leave, does not accrue vacation leave, sick leave, or any other benefits. No payments will be made to any pension plan or health plan during this leave of absence, however, unless the employee agrees to bear the costs.

C. A leave of absence shall not exceed ninety (90) days in length, after which it may be reconsidered and any requested extension may either be granted or denied.

D. Employees are required to notify the Employer of the anticipated date of return, as soon as such date is known to the employee, but in no event less than thirty (30) days prior to such date. Failure to return on such date without notice shall be considered a voluntary resignation.

E. The Employer shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave, nor shall denial be the subject of a grievance.

**ARTICLE XXI**  
**MILITARY LEAVE**

A. Military Leave shall be provided in accordance with applicable State  
and/or Federal Laws.

**ARTICLE XXII**  
**NONDISCRIMINATION**

A. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, religion, color, age, sex, or national origin.

**ARTICLE XXIII**  
**NO STRIKE PLEDGE**

A. The Association covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of 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 job action against the Employer or any of its employees. The Association agrees that such action would constitute a material breach of this Agreement.

B. The Association agrees that it will take all reasonable action to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned, including within twenty-four (24) hours of the actions publicly disavowing the action, and advising the Employer, in writing, that the Association did not call for or sanction the action. The Association shall also notify the employees of its disapproval of the action and advise them, in writing, to immediately cease and return to work immediately.

ARTICLE XXIV  
SAFETY COMMITTEE

A. The Township agrees to establish a Safety and Equipment Committee, with representatives from the P.B.A. and the Township. This committee shall meet as regularly as needed to discuss and review matters of mutual concern involving employee safety concerns related to the Colts Neck Police Department.

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

A. At any time that an employee is required to utilize his personal vehicle on Township business, he shall be reimbursed in accordance with the mileage allowance set by the IRS.

**ARTICLE XXVI**  
**EMERGENCY CLOSING**

A. It is expressly understood that should the Municipal Building or any individual Facility be closed due to any emergency, that members of this Bargaining Unit shall not receive any form of additional compensation due to such closing. Such emergencies include, but are not limited to, snowstorms, hurricanes, power failures, bomb threats, or fires.

B. The Employer reserves the absolute right and sole discretion to determine whether the Municipal Building or any other Facility shall be closed by reason of emergency.



**ARTICLE XXVII**  
**SAVINGS CLAUSE**

A. In the event that any provision of this Agreement shall at any time be declared invalid by legislative act, any court of competent jurisdiction or through governmental regulation or decree, such decision shall not invalidate this entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE XXVIII**  
**LONGEVITY**

In addition to an employee's regular salary, each employee shall be paid a longevity increment to be added to the employee's base salary as follows:

<b>Calendar Year:</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
Beginning 1 <sup>st</sup> Day of 6 <sup>th</sup> Year	\$1,866	\$1,866	\$1,866	\$1,866	\$1,866
Beginning 1 <sup>st</sup> Day of 11 <sup>th</sup> Year	\$2,288	\$2,288	\$2,288	\$2,288	\$2,288
Beginning 1 <sup>st</sup> Day of 16 <sup>th</sup> Year	\$2,468	\$2,468	\$2,468	\$2,468	\$2,468
Beginning 1 <sup>st</sup> Day of 21 <sup>st</sup> Year	\$2,769	\$2,769	\$2,769	\$2,769	\$2,769
Beginning 1 <sup>st</sup> Day of 25 <sup>th</sup> Year	\$3,070	\$3,070	\$3,070	\$3,070	\$3,070

Each employee shall qualify for the longevity increment on the date of the anniversary of employment, but the longevity increments shall be paid in the same manner as the salary. For purpose of calculating the longevity adjustments, the employee's first year's anniversary date will be used. Employees whose initial date of work falls on or between October 1 through March 31 shall have an anniversary date of January 1. Employees whose initial date of work falls on or between April 1 through September 30 shall have an anniversary date of July 1. For example, an employee hired between October 1, 1997 through March 31, 1998 shall begin to be paid the longevity increment of \$1,624 starting on January 1, 2003.

**ARTICLE XXIX**  
**COMPLETE AGREEMENT, TERM AND RENEWAL**

A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

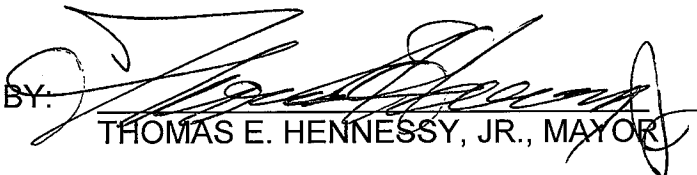
D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.


E. The employer will not change or modify any negotiated term of employment during the term of this Agreement in whole or in part except by an instrument in writing only executed by both parties.

F. This Agreement shall be in full force and effective as of January 1, 2007, and shall remain in effect until December 31, 2011. This Agreement shall continue in full force and effect during negotiations for a new successor Agreement unless both parties agree to a change, modification, or termination of any provision in writing and signed by their respective authorized representatives.


IN WITNESS WHEREOF, the undersigned parties hereto have set their hand and seals the date and year set next to their names below.

TOWNSHIP OF COLTS NECK

DATED: May 14, 2008 BY:   
THOMAS E. HENNESSY, JR., MAYOR

ATTESTED:  
  
ROBERT BOWDEN, TOWNSHIP ADMINISTRATOR

COLTS NECK TOWNSHIP  
P.B.A LOCAL 333

DATED: 05-09-08, 2008 BY:   
ROBERT HALMI, PRESIDENT

ATTESTED:  
  
TODD MAYER, STATE DELEGATE

**ADDENDUM TO 2007 - 2011  
COLLECTIVE NEGOTIATIONS AGREEMENT**

**between**

**THE TOWNSHIP OF COLTS NECK**

**and**

**COLTS NECK TOWNSHIP POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL 333**

**THIS AGREEMENT** made this 11<sup>th</sup> day of February 2009, between the Township of Colts Neck (Hereinafter "Township") and Colts Neck Township Policemen's Benevolent Association, Local 333 (Hereinafter "PBA");

**WHEREAS**, the Township of Colts Neck and the PBA are parties to a collective negotiations agreement with a term of January 1, 2007 through December 31, 2011; and

**WHEREAS**, pursuant to the collective negotiations agreement, the Township through its Chief of Police has the power to discuss new work schedules; and

**WHEREAS**, the PBA and the Township are desirous of implementing a new work schedule on a limited trial basis; and

**WHEREAS**, the parties have agreed to implement a schedule change on a one-year trial basis beginning on or about March 2, 2009, unless terminated sooner, as is provided hereinafter; and

**WHEREAS**, the impact of the trial work schedule on the operations of the Colts Neck Township Police Department and its sworn officers and the services provided to the public will be monitored on an on-going basis throughout this trial period; and

**WHEREAS**, the parties recognize that various provisions of the collective negotiations agreement are impacted by such revised work schedules;

**IT IS** hereby agreed and understood between the parties as follows:

1. Employees covered by the PBA Local 333 agreement and presently working a patrol shift schedule of 8.5 hours of work with the following rotation;
  - 5 days on, 2 days off
  - 5 days on, 2 days off
  - 5 days on, 3 days off

Shall work a 12 hour tour of duty with the following rotation;

2 days on, 2 days off

3 days on, 2 days off

2 days on, 3 days off

2. Employees (Lieutenant, Detectives, Community Service Officers) covered by the PBA Local 333 agreement and presently working a schedule of 8hr 10min of work with the following rotation;  
5 days on, 2 days off

Shall work an 8 hour tour of duty with the following rotation;

5 days on, 2 days off

Any modifications to the above schedule will be negotiated between the PBA, Chief of Police, and the Township. Employees can negotiate to a 12 hour schedule if all parties involved agree.

3. The parties agree that the Township may unilaterally terminate the trial work schedule at anytime as long as there is just cause and with specific reasons. The Township agrees that it shall provide 30 days advance notice to the PBA of the change in schedule if at all possible. In such event, the provisions of this addendum are null and void, and all provisions of the contract shall apply. The PBA and the Chief of Police will meet quarterly to review the new schedule progress and allow time to resolve any unforeseen problems. If a problem arises prior to a scheduled meeting, the PBA and the Chief of Police agree to meet and resolve the problem.
4. This addendum shall supplement the contract between the Township and the PBA that is in place. This addendum shall also supersede and take precedence over any inconsistent provisions of the contract as long as this addendum is operational.
5. It is understood that contractual items not contained within this addendum shall not be altered or modified in any way by this addendum.

### **FORMATION OF TEST SCHEDULE**

6. The Chief of Police and the PBA have jointly developed a 12 hour schedule for patrol officers, which is based upon a 14 day work period consisting of;  
2 days on, 2 days off  
3 days on, 2 days off  
2 days on, 3 days off  
with a maximum of 84 scheduled hours. Said schedule also consists of rotating shifts where an officer rotates his shift after 2 cycles of each shift.

7. The Chief of Police shall determine the manning levels (that is, the exact number of police officers and sergeants of the Patrol Force) for each of the two shifts and squads that are necessary for the 12 hour schedule. In addition, the Chief of Police shall have the managerial right to alter said manning levels, as he deems appropriate and necessary to insure the efficient operation of the Department and/or where said adjustment shall be in the best interest of the Department and public safety.

## **HOURS OF WORK AND ABSENCES FROM DUTY**

8. Under the Department's existing work schedule and certain provisions of the existing collective negotiations agreement, all patrol officers of the Department are scheduled to work a series of 8.5 hour work days resulting in a total of 2,125 scheduled work hours per 52 week calendar year for which each officer receives a specified annual salary based on 2,080 hours. Also within the existing collective negotiations agreement are certain provisions which permit an officer to be absent from duty for a varying number of days which are credited as hours worked and included in the aforementioned 2,125(2,080) annual work hours.
9. Under the 12 hour schedule, officers working the 12 hour schedule will be scheduled to work 12 hour days as opposed to 8.5 hour days. If operational throughout an entire 52 week calendar year(2,196hrs), said schedule would result in a total of 108 additional scheduled work hours over the based 2,088 annual work hours. Since the existing collective negotiations agreement salary scales are based upon, 2,080 (2,088)scheduled hours, the additional 108 scheduled work hours generated by the 12 hour schedule would pose a significant overtime liability to the Township. However, both the Township and the PBA agree that the additional 108 hours will be given back to the officers by the way of "Flex Time". Furthermore, the Township and the PBA agree that, Officers shall use or lose 27 hours of Flex Time quarterly(every 3 Months). Time to be scheduled similar as Vacation and comp time, shall not be scheduled if insufficient manpower and it causes overtime, but it may be scheduled anytime during the calendar year. If an employee is unable to use scheduled flex time due to unforeseen circumstances, the with the written approval of the Chief of Police the employee will be able to carry over said hours to the next quarter without penalty.
10. Conversion of vacation time shall be as follows for all sworn officers regardless of work schedule:

5 days X 8 hours = 40 hours	20 days X 8 hours = 160 hours
7 days X 8 hours = 56 hours	21 days X 8 hours = 168 hours
12 days X 8 hours = 96 hours	22 days X 8 hours = 176 hours
17 days X 8 hours = 136 hours	24 days X 8 hours = 192 hours
19 days X 8 hours = 152 hours	

11. Conversion of sick time shall be as follows for all sworn officers regardless of work schedule:

All accrued days as of 1/1/2009 shall be converted using:

1 day = 8.5 hours

All accrued time difference between the 8.5 and the 8 hour day will be held in bank only to be used in the event that an officer uses all his accrued sick time first and is out for more than one day. This banked time shall not apply to Article IV part D of the CBA.

All earned days from 1/1/2009 forward shall be converted using:

1 day = 8 hours

## **OVERTIME**

12. The hourly rate shall be calculated by dividing the annual salary by 2,080 hours.
13. In the event patrol(12hr) overtime becomes necessary, Article VII § H shall apply except for the following:

There will be an on-call "patrol" officer list posted, not compensated unless called into work.

- ◆ Patrol officer on-call will be contacted first.
- ◆ Then off duty officers(12's & 8's) by seniority.
- ◆ Then officers(12's & 8's) who have taken off by seniority.
- ◆ If no one accepts, on-call officer is responsible for the shift.
- ◆ If another spot is available on same shift, then off patrol officers would be forced in reverse seniority and on a rotating basis. Forced officer(s) would exclude non-patrol 12 hour officers.

14. For blocked out special events overtime, officers working the 12 schedule who vacation off the block of days including the day of the detail, will be the last to be forced in by seniority.



## TRAINING

15. Schools. In-Service schools will be considered an 8 hour work day.

- ◆ 1 day school: Township owed 4 hours.  
Upon completion an officer can use 4 hours Flex time, **or**  
Can come back to work for 4 hours after the school is over.
- ◆ If a school is scheduled for more than 1 day, the hours worked shall be compared to the hours scheduled to be worked for those days, see the following examples:
  - a) Officer attends a 3 day class(24hrs), originally scheduled to work 2 days in that time. The actual time worked is 24 hours and the scheduled time is 24 hours, no time owed to either party.
  - b) Officer attends a 5 day class(40hrs), originally scheduled to work 2 days in that time. The actual time worked is 40 hours and the scheduled time is 24 hours, officer is owed 16 hours.  
Officer may use 12 hours for a day at the beginning or end of the scheduled school so as to have sufficient time off between scheduled shift and scheduled school days. The remaining 4 hours would be given to the officer as overtime comp time.
  - c) Officer attends a 5 day class(40hrs), originally scheduled to work 3 days in that time. The actual time worked is 40 hours and the scheduled time is 36 hours, officer is owed 4 hours.  
Officer may use 12 hours for a day at the beginning or end of the scheduled school so as to have sufficient time off between scheduled shift and scheduled school days, township is now owed 8 hours.  
Officer can use 8 hours Flex time, **or**  
Can come back to work for 4 hours after two school days. The two 4 hour days would be of the officers choosing.

16. Training. In-Service training.

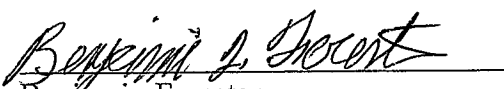
- ◆ If training is scheduled on your day off you will be given overtime comp time, as previous agreement.
- ◆ If scheduled a training day while working, it would be considered 8 hours, township is owed 4 hours.  
Upon completion an officer can use 4 hours Flex time, **or**  
Can come back to work for 4 hours after the training eight hours is over.

**CLOSING**

- 17. If the Department reverts back to an 8.5 hour schedule, in that event, all of the revised provisions as a result of the work schedule change shall revert into those terms and conditions which were contained in the immediately preceding collective negotiations agreement absent these revisions.
- 18. In the event of a conflict between the provisions of this Addendum and any other agreement, the provisions of this Addendum will control.

**FOR THE**

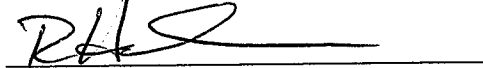
**TOWNSHIP  
OF COLTS NECK**



Benjamin Forester  
Mayor

Dated: 2/11/09

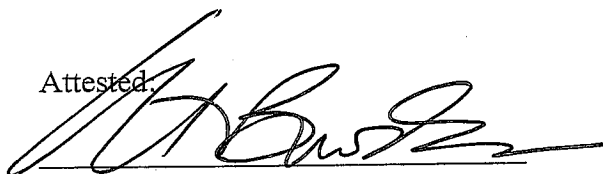
**COLTS NECK TOWNSHIP  
PBA, LOCAL 333**



Robert Halmi  
President

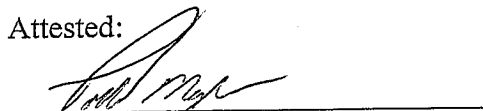
Dated: 2-11-2009

Attested:



Robert Bowden  
Township Administrator

Attested:



Todd Mayer  
State Delegate