

**AGREEMENT**

**TOWNSHIP OF POHATCONG**

**AND**

**NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 280  
FOR THE POHATCONG TOWNSHIP POLICE DEPARTMENT**

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**JANUARY 1, 2008 THROUGH DECEMBER 31, 2011**

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**ARTICLE I**  
**RECOGNITION**

The Appropriate Authority [hereinafter called employer] hereby recognizes the P.B.A. as the sole and exclusive collective negotiating unit for the full time Patrolmen, Detectives, Sergeants, Lieutenants, and Captains [hereinafter called employee(s)] of the Pohatcong Township Police Department excluding the Chief of Police, under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law. This Agreement shall govern all wages, rights, and working conditions of the Pohatcong Township Police Department subject to Article III "Management Rights," which are retained by the Appropriate Authority and subject to Civil Service Statutes, Rules and Regulations.

**ARTICLE II**  
**DEFINITIONS**

- Employee:** A member of the formally recognized bargaining unit.
- Employer:** The Appropriate Authority represented by its Council or other designated employer representative.
- Grievance:** A dispute over interpretation or application of this Agreement.
- Overtime:**
- A. (Eight Hour Schedule) Time worked by an employee with express authorization of the employer in excess of the regular daily work requirement of eight hours within any twenty-four hour period and the normal forty hour week within a seven day period. Overtime shall be distributed as equally as possible among the employees.
  - B. (Ten Hour Schedule) Time worked by an employee with the express authorization of the employer in excess of the regular daily work requirement of ten hours within any twenty-four hour period and the normal forty hour week within a seven day period. Overtime shall be distributed as equally as possible among the employees.
- P.B.A.:** New Jersey State Police Benevolent Association Local 280.
- Probationary Period:** One year from the date the employee completes his initial training at a Police Training Commission approved Academy.
- Regular Pay Rate:** The employee's adjusted annual, semi-monthly, or monthly pay rate, exclusive of overtime pay, shall be paid in accordance with the amount stated as follows: base salary and any other special allowances, e.g., holidays, stipends, educational incentive, and longevity, which shall be calculated last.
- Temporary Schedule**
- Change:** A change in the normal work shift for which at least forty-eight hours notice given.
- Seniority:** Accumulated length of service within the police department computed from the employees last date of hire in accordance with Civil Service Rules and Regulations.
- Emergency Call Out:** A situation where in the opinion of the shift supervisor, Chief of Police, or, if the event either is unreachable, the highest-ranking officer on-duty, the officer(s) on-duty is (are) unable to handle the workload or assignment and another officer, who is off-duty, is called in to assist.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

- A. The employer 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 Law and Constitution of the State of New Jersey and of the United States including, but without limiting, the generality of the foregoing the following rights;
1. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, except as specifically limited herein and to promote and transfer employees.
  2. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law.
- B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the body, the adoption of policies, rules, regulations and practices and the furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific express terms of this Agreement and applicable law.

**ARTICLE IV**  
**POLICEMEN'S RIGHTS**

- A. Employees of the department 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 employees involve them in all manners of contracts and relationships with the public. Out of these contracts may come questions concerning the actions of the employees of the department. These questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner that is conducive to good order and discipline, the following rules are hereby adopted:
1. The employee shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous than the employee shall be advised. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee of the department is being interrogated as a witness only, he should be so informed at the initial contact. But, if the employee is the subject of a disciplinary investigation, he shall have the opportunity to obtain representation by the P.B.A.
  2. The questioning shall be reasonable, reasonable respite shall be allowed. Time shall also be provided for personal necessities - meals, telephone calls, and rest periods as are reasonably necessary.
  3. The interview of the employee shall not be recorded unless mutually agreed.
  4. If an employee of the department is under arrest or is likely to be, that is, if he is a suspect or target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
  5. Employees covered herein shall only be disciplined for just cause.
  6. An employee who is the subject of a disciplinary investigation may not be required to file a supplemental report that deals with the subject matter of the investigation until after he has had reasonable opportunity to consult with his own attorney.

7. Employees shall not be suspended or suffer any loss in benefits except in accordance with Civil Service Statutes, Rules and Regulations.
- C. The parties hereby agree that every employee shall have the right to organize freely, join and support the P.B.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection or to refrain from doing so. The parties further agree that any employee that is not associated with, or is not a member of the New Jersey State Policemen's Benevolent Association shall be assessed an equal and fair share of the costs incurred by the P.B.A. to effectively negotiate or arbitrate this Agreement. The costs assessed to those employee(s) shall be paid directly to the P.B.A. in a reasonable time period upon validation of this Agreement. The parties further agree that they shall not directly or indirectly discourage or deprive or coerce any employee or policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1969, or other laws of the State of New Jersey or the Constitution of the State and the United States of America; that they shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the P.B.A. and its affiliates collective negotiations with the Township of Pohatcong or his institution of any grievance, complaint or proceeding under the Agreement or otherwise with respect to any terms or conditions of employment, or to refrain from engaging in any of the above cited activities.
- D. The P.B.A. agrees there shall be no solicitation for membership, signing up of members, collections of initiation fees, dues, fines, or assessments, meetings, or other P.B.A. activities on the employer's time that interferes with the work program of the employee.
- E. One designated representative of the P.B.A. shall be permitted time off to attend negotiation sessions. Said employee representative shall receive approval of the Chief of Police to be absent from duty and shall be in proper attire to respond to "on call" status during negotiations. The P.B.A. shall inform the employer in writing of such representative and any changes thereto.
- F. When grievance sessions are mutually scheduled during work hours, the grievant and two P.B.A. representatives shall suffer no loss in pay if on duty.
- G. An employee shall have the right to inspect his personnel file on reasonable notice and reasonable time, provided a designated superior officer or Chief of Police is present at the time of inspection.

- H. The State Delegate or alternate shall be given time off to attend the annual P.B.A. Convention. Said time off will not exceed five (5) days.
  
- I. When an open position exists all promotions shall be made from within the ranks of the existing employees of this department, whenever any test for any promotion provided same is within the Civil Service Rules and Regulations.



**ARTICLE V**  
**GRIEVANCE PROCEDURE**

- A. Purpose - The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems that may arise affecting the items and conditions of this Agreement, and to resolve grievances as soon as possible so as to secure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Definition - Grievances are defined as any dispute or controversy between the parties with respect to the interpretation, application or violation of policies, Agreements and administrative decisions affecting the employees.
- 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 of the parties.

**STEP ONE:**

1. An aggrieved employee and/or the P.B.A. shall institute action under the provisions hereof within ten days of the Act being grieved by formally in writing, advising his immediate superior. An earnest effort shall be made to settle the grievance. Failure to act within the said ten days shall be deemed to constitute an abandonment and waiver of the grievance. The immediate superior shall render a decision within two business days after receipt of the grievance.

**STEP TWO:**

1. In the event the grievance is not settled by Step One, the grievance shall be reduced to writing by the grievant setting forth the nature of the grievance, the facts upon which it is based, the provision of the Agreement allegedly violated, and the remedy requested, signed by him and filed with the Chief of Police or other employer designated representative, shall render a decision in writing within seven business days from the receipt of the grievance.

**STEP THREE:**

1. In the event that the grievance is not settled by Step Two, then within two days following the determination of the Chief of Police or other employer designated representative the matter shall be filed with the employer, who shall render a decision in writing within fifteen business

days from the receipt of the grievance.

**STEP FOUR:**

1. In the event that the grievance is not resolved after Step Three, then within fifteen business days following the determination by the employer the matter shall be submitted by the P.B.A. and/or the employer to binding arbitration pursuant to the Public Employees Relations Commission Rules and Regulations.
  2. However, no arbitration hearing shall be scheduled sooner than thirty days after the final decision of the employer. In the event the aggrieved elects to pursue civil service procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.
  3. 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 to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
  4. The decision of the Arbitrator shall be final and binding.
  5. The cost of the services of the Arbitrator shall be born equally by the employer and the P.B.A. The party incurring same shall pay any other expenses, including but not limited to the presentation of witnesses.
- D. Time - The time limits set out herein shall be strictly adhered to and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However upon mutual consent of the parties, the time limits for any step may be extended or contracted.

**ARTICLE VI**  
**BULLETIN BOARDS**

The employer shall permit the P.B.A. reasonable use of bulletin boards for the posting of notices concerning P.B.A. business and activities and concerning matters dealing with welfare of the employees. No matters of a derogatory nature shall be included and all notices shall be of a reasonable size.

**ARTICLE VII**

**SENIORITY**

- A. Seniority as defined herein shall be uniformly applied to all employees and shall be the determining criteria for vacations, shift assignments, days off, transfer, and layoff.
  
- B. Employees shall be considered to have vested seniority as of the date hired as a full time police officer. Such seniority shall accumulate until separation and shall continue during all periods of vacations, sick leave, disability, or other leave as provided herein or in accordance with law. All part time employment is excluded from seniority.

**ARTICLE VIII**  
**VACATIONS**

A. All employees shall be granted vacation leave with pay as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>ANNUAL LEAVE</u></b>
Up to One (1) year	Up to 5 working days (pro-rated)
After One (1) year	10 working days per year
After Five (5) years	15 working days per year
After Ten (10) years	20 working days per year
After Fifteen (15) years	25 working days per year
After Twenty (20) years	30 working days per year

B. All references above to years shall mean years of service calculated from date of enlistment, and all vacation leaves shall vest at the beginning of the year of service.

C. Vacation days that are not used by December 31<sup>st</sup> may be accumulated into the following year only. Employees may elect to be paid for unused vacation days in the first pay period of December for that year (not to exceed days earned up to one year).

D. Each employee shall also receive three (3) personal days of their own choosing each year upon giving their immediate supervisor at least twenty-four (24) hours notice. An additional personal day, deducted from the employee's accumulated sick leave as a sick-personal day, may be taken each year at the employee's discretion. Unused personal leave cannot be carried over to the following year.

E. Upon an employee's retirement (i.e. age, term of service, and/or medical) from the department, full value of unused vacation shall be paid to that member at his current regular pay rate.

F. At the start of each year and before January 15<sup>th</sup> officers will be permitted, by rank and then seniority, to submit their respective requests for a maximum of two (2) weeks vacation. After the completion of first round selections, and with the Chief's approval of each vacation, the vacation requests will be open on a first come basis.

G. The Chief of Police is excluded from the above vacation scheduling procedure.

**ARTICLE IX**  
**HOLIDAYS**

A. Employees shall receive the following paid traditional holidays:

New Years Day	January 1
Martin Luther King Day	January 15
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Good Friday	
Memorial Day	May 30
Independence Day	July 4
Labor Day	
Columbus Day	October 12
General Election Day	
Veterans Day	November 11
Thanksgiving Day	
Friday After Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25

- All holidays will be considered the traditional, instead of the observed legal holidays.

- B. Any employee required to work on any of the above enumerated holidays shall be entitled to, in addition to his regular pay rate, overtime compensation for all hours worked.
- C. Each employee will receive any unpaid holiday pay in the current pay period, calculated in accordance with sections A and B of this Article.
- D. All time worked over an (8) eight-hour shift on a holiday will be paid at the rate of one-and-one-half times the employee's regular pay rate.
- E. All time worked over a (10) ten-hour shift on a holiday will be paid at the rate of one-and-one-half times the employee's regular pay rate.

**ARTICLE X**  
**LEAVES OF ABSENCE**

- A. Leave - Any and all requests by an employee for leave without pay shall be governed by the applicable Civil Service Rules and Regulations in effect at the time of said employee's request.
- B. Sick Leave - Sick leave is defined to mean: Absence from duty of an employee because of illness or injury by reason of which such employee is unable to perform the usual duties of his position or his exposure to a contagious disease. Sick leave shall not be interpreted as including an extended period where the employee serves as a nurse or housekeeper during a protracted illness of a member of the family. After three consecutive days sick leave, a certified doctor's excuse must be given to the Chief of Police upon returning to work, if requested.
1. Each employee shall be entitled to the following sick leave per year:
    - Up to one of year of service: 12 working days per year earned at a rate of one day per month.
    - After one year of service: 15 working days per year at the rate of one and one-quarter days per month, accrued on January 1<sup>st</sup> of the calendar year.
  2. An employee who becomes ill or injured due to the performance of his duties shall receive full salary without penalty of any sick days accumulated. The employer and Workmen's Compensation, or a combination thereof will pay such salary. Any Workmen's Compensation will be deducted from the employee's gross pay for the period involved and the employer, if any, will pay the difference.
  3. Unused sick time shall accumulate from year to year without limitation.
  4. Once sick days have accumulated in excess of ninety (90) days, employees shall have the ability to "sell back" up to one-half of any sick time accumulated for that calendar year in the first pay period of December for that year (not to exceed 7.5 days). In the event that all sick days have been exhausted, it is understood that there will be no additional paid sick days until the next calendar year.
  5. A full time employee shall receive payment of 50% for any accumulated sick time upon

retirement from the department at his current regular pay rate.

- C. Funeral Leave - Employees shall receive the following schedule of leave in the event of a death in the family:

Death of a Spouse or Child	5 working days
Parent	5 working days
Mother or father-in-law	3 working days
Grandparent	3 working days
Brother or sister	3 working days

1. In the event of a death in the officer's family not specifically mentioned, time off may be granted with the approval of the Chief of Police or the employer.



**ARTICLE XI**

**CLOTHING**

A. The employer will provide all employees with uniforms.

1. The employer will pay for cleaning of the Uniforms of the Day.

B. If any part of the employee's uniform and/or personal effects is destroyed in the line of duty, it shall be the responsibility of the employer to replace same upon approval of the Chief of Police, which approval shall not be unreasonably withheld.

1. This article covers personal effects used while on-duty and approved by the Chief of Police via standard operating procedures or directives of the Pohatcong Police Department.

**ARTICLE XII**

**OVERTIME**

- A. Overtime shall be defined as time worked by an employee with the express authorization of the employer in excess of the regular daily work requirement of eight hours within a twenty-four hour period per day and the normal forty-hour workweek within a seven-day period.
  - 1. In the event the ten-hour shift schedule is in effect, overtime shall be paid to an employee with the express authorization of the employer in excess of the regular daily work requirement of ten hours within a twenty-four hour period and the normal forty hour workweek within a seven day period.
- B. The opportunity to work overtime shall be distributed as equally as possible among the employees.
- C. Overtime shall be compensated at the rate of one-and-one-half times the hourly rate to be determined by the division of the employee's annual regular pay rate by 2080 hours.
- D. For appearance in any and all Courts, each employee shall be guaranteed a minimum of two hours overtime for each appearance in the event that he is required to appear for less than two hours. Should he appear for more than two hours, he shall receive overtime compensation for the amount of time so required, except that if an employee is on-duty then he will receive his regular pay.
- E. All overtime pay will be included in the pay period worked and paid to the employee on the next scheduled pay date.
- F. For emergency call-out situations, involving a non-scheduled employee, said employee is guaranteed a minimum of three (3) hours overtime in the event that he is required to appear for less than three hours. Should an employee be required to work for more than three hours, he shall receive overtime compensation for the amount of time so required.

**ARTICLE XIII**

**INSURANCE**

A. The employer shall provide full coverage health, life, and accident insurance to members covered by the contract. A copy of the policies and coverage will be given to each employee.

1. The employer may, at its option, change the current insurance plan and/or carries, or self-insure, so long as the benefits and network (Valley Preferred and MediChoice) are substantially comparable to those provided by National Benefit Administrators, Group Policy No. 4850 effective on January 1, 2000:

**MEDICAL –**

**In-Network:**

\$15 Co-pay  
100% payment of most charges following the co-pay  
100% preventive care to \$300 per year

**Out-Of-Network:**

\$500 Deductible  
2 x Individual deductible maximum per family  
80% of the first \$2,500, 100% thereafter  
100% preventive care to \$300 per year  
Mental/Nervous & Substance/Alcohol abuse plan maximum 30 days inpatient  
\$2,000,000 plan maximum per individual

**PRESCRIPTION DRUG CARD -**

\$5.00/\$10.00 Co-pay

**DENTAL –** benefits are to be provided and to include the following in “network” coverage:

Preventive Services:	100%
Basic Services:	100%
Major Services:	50%

\$25.00 deductible  
3 x individual deductible maximum per family applicable to major treatment only  
\$1,000.00 calendar year maximum per person

2. **SECTION 125 WAIVER:** The employer shall offer all employees, without limitation, the

opportunity to waive any of the above-mentioned health and/or dental benefits in exchange for a cash payment to the employee equal to 50% of the premium amount the employer would otherwise have paid for said coverage on behalf of the employee, pursuant to Section 125 of the Internal Revenue Code.

a. Eligibility –

In order to be eligible to withdraw the employee must present to the employer, by November 15<sup>th</sup> of the preceding calendar year, a letter requesting desire to withdraw and demonstrate, in writing, that s/he receives medical benefits from another provider.

b. Payments –

On a quarterly basis (March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and January 1<sup>st</sup>) the employee would be eligible for reimbursement of 50% of the previous quarter's premium cost for said employee. This reimbursement will be paid through the next scheduled payroll period and subject to all applicable taxes.

c. Re-Enrollment –

i. Employees may opt to re-enroll annually by submitting notice, in writing, by November 15<sup>th</sup> of the preceding calendar year.

ii. Employees may only re-enroll during the calendar year upon proof of a life status change (e.g., unemployment, death, or disability of a spouse, divorce, etc...). Acknowledging that any subsequent waiver payment owed would be pro-rated monthly with the remaining balance being applied towards the cost of coverage.

3. The employer will maintain life and accidental death and disability insurance in the amount of Five Thousand Dollars (\$5,000.00) per employee, as currently provided by Fort Dearborn Life Insurance Company – Group Certificate Policy Number 371019-0001.

**ARTICLE XIV**  
**ACTIONS AGAINST POLICEMEN**

The employer shall provide full services as required by the State Law where actions are brought against employees. The employer shall provide all employees with false arrest insurance and vicarious liability.

**ARTICLE XV**

**MUTUAL AID**

A. Employees while rendering aid to another community are fully covered by Workmen's Compensation, Liability Insurance and Pension, as provided by State Law.

1. This coverage shall apply to an employee acting in the line of duty whether officially on-duty or off-duty. As long as he or she is upholding his or her oath of office as a law enforcement officer no employee shall suffer any non-compensable loss should injury occur.

**ARTICLE XVI**

**PENSION**

The employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the Statutes and Law of the State of New Jersey.

**ARTICLE XVII**

**SALARIES**

- A. The following base salary schedule shall be implemented for the positions of Patrolman Trainee, Seventh Class, Sixth Class, Fifth Class, Fourth Class, Third Class, Second Class and First Class:

<u>1/1/2008</u>	<u>7/1/2008</u>	<u>1/1/2009</u>	<u>7/1/2009</u>	<u>1/1/2010</u>	<u>7/1/2010</u>	<u>1/1/2011</u>	<u>7/1/2011</u>
2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

Trainee	\$35,000	\$35,700	\$36,414	\$37,142	\$37,885	\$38,643	\$39,416	\$40,204
7th Class	\$40,000	\$40,800	\$41,616	\$42,448	\$43,297	\$44,163	\$45,046	\$45,947
6th Class	\$48,541	\$49,512	\$50,502	\$51,512	\$52,542	\$53,593	\$54,665	\$55,758
5th Class	\$54,951	\$56,051	\$57,172	\$58,315	\$59,481	\$60,671	\$61,884	\$63,122
4th Class	\$57,588	\$58,740	\$59,915	\$61,113	\$62,335	\$63,582	\$64,854	\$66,151
3rd Class	\$60,352	\$61,559	\$62,791	\$64,046	\$65,327	\$66,634	\$67,967	\$69,326
2nd Class	\$63,248	\$64,513	\$65,803	\$67,119	\$68,462	\$69,831	\$71,228	\$72,652
1st Class	\$70,285	\$71,691	\$73,125	\$74,587	\$76,079	\$77,600	\$79,152	\$80,736

1. An employee shall advance to the rank of Patrolman Seventh Class upon graduation from an approved Police Academy, to Patrolman Sixth Class one year from the date of hire, but not before graduation from an approved Police Academy, to Patrolman Fifth Class two years from the date of hire, but not before graduation from an approved Police Academy, to Patrolman Fourth Class three years from the date of hire, but not before graduation from an approved Police Academy, to Patrolman Third Class four years from the date of hire, but not before graduation from an approved Police Academy, to Patrolman Second Class five years from the date of hire, but not before graduation from an approved Police Academy, to Patrolman First Class six years from the date of hire, but not before graduation from an approved Police Academy and by review and approval of the Chief of Police and/or Director of Public Safety or after six years upon graduation from an approved police academy.
  - a. As not to suffer any loss of benefit, employees covered by this contract who were hired prior to January 2008 shall continue to advance annually to the next patrol pay class. In that, for the sole purpose of calculating annual patrol class, employees hired prior to January 2008 shall be credited one year of service from date of hire.

- B. Any employee promoted to the rank of sergeant or above shall receive a per annum base salary



percentage increment above Patrolman First Class based on the following schedule:

<u>RANK</u>	<u>Percentage (%)</u>
Sergeant	9.0%
Lieutenant	19.5%
Captain	29.0%

- C. Any employee assigned as a full-time detective shall receive a \$1,550.00 per annum stipend in addition to his base salary.

**ARTICLE XVIII**  
**WORK SCHEDULE AND SHIFT ASSIGNMENTS**

A. It is the sole prerogative of the Chief of Police to establish a work schedule that shall be posted prior to November 15<sup>th</sup> of each year. Employees covered by this Agreement shall be entitled to bid for shifts annually in accordance with Rank, e.g., sergeants for selection of shift supervisor on each of the respective three shifts, then Seniority as defined in Article VII herein, which work schedule shall commence no later than January 1<sup>st</sup> of each year.

B. Work Schedule Options:

1. Eight Hour Schedule: It is agreed that the workweek shall consist of no more than five consecutive workdays, eight hours each day, with no less than two consecutive days off, or forty-eight hours, between weeks. Any hours worked over and above the eight hours per shift or more than five days in the workweek will be paid at one and one-half the employee's regular hourly pay rate.

It is also agreed that an employee shall receive a one-month notice of a permanent shift change and at least forty-eight hours notice of a temporary change. If such change should result in the employee's being required to work more than eight hours within any twenty-four hour period, that employee shall be compensated at the rate of one and one-half times his regular pay rate for all hours worked over eight hours within that twenty-four hour period. In the event of an emergency, the employee may be changed without notice or compensation. The provisions of the seniority article shall govern such assignments.

2. Ten Hour Schedule: It is agreed that the workweek shall consist of no more than four consecutive work days, consisting of ten hours each day, with consecutive days off between weeks. Any hours worked over and above the ten hours per shift or more than forty hours in the workweek will be paid at time-and-one-half the employee's regular hourly pay rate.

It is also agreed that an employee shall receive a one-month notice of a permanent shift change and at least forty-eight hours notice of a temporary change. If such change should result in the employee's being required to work more than ten hours within any twenty-four hour period, that employee shall be compensated at the rate of one and one-half times his

regular hourly pay rate for all hours worked over ten hours within that twenty-four hour period. In the event of an emergency, the employee may be changed without notice or compensation. The provisions of the seniority article shall govern such assignments.

- C. Off In Lieu of Overtime (O.I.L. Day): Employees covered by this Agreement acknowledge that, with at least forty-eight hours notice of a temporary change, the employer reserves the right to temporarily modify employees normal work schedules only due to in-service trainings and specific community policing events in order to limit unnecessary overtime compensation. It is understood that whenever possible the employer shall schedule all due O.I.L. time within the same pay period so that said employee does not exceed eighty hours for the pay period.
- D. When two employees are regularly scheduled for duty on the same shift and one reports off sick the on-duty officer will be able to fill up to the portion of the shift necessary to maintain two officer coverage. If no one is available to work the opening, or a portion thereof, the remaining officer will work alone without additional compensation. All efforts to fill the shift will be done in accordance with departmental policy.

**ARTICLE XIX**  
**TRAVEL ALLOWANCE**

- A. Employees covered by this Agreement shall be reimbursed at the rate currently allowable by I.R.S. guidelines pertaining to mileage reimbursement for the pre-authorized use of his/her personal vehicle for attendance at out-of-town functions such as meetings, court and training sessions, if attendance is required.
  
- B. Employees shall be reimbursed for meals and lodging while attending out-of-county functions, if approved in advance by the Chief of Police, in accordance with the standards set by I.R.S. Publication 1542.

**ARTICLE XX**  
**EDUCATIONAL INCENTIVE**

All employees covered by this Agreement shall receive fifteen dollars (\$15.00) annually for each college credit he/she has as of January of the then current calendar year, which credits are applicable towards an accredited Law Enforcement Degree Program (e.g., Criminal Justice or Police Science).

**ARTICLE XXI**

**LONGEVITY**

- A. Longevity bonuses shall be paid to employees who have served with the employer based on the following:

On an employee's 5 <sup>th</sup> year anniversary and through his/her 9 <sup>th</sup> year of service the annual Longevity Bonus will be ...	0.5% of his/her base salary
On an employee's 10 <sup>th</sup> year anniversary and through his/her 14 <sup>th</sup> year of service the annual Longevity Bonus will be ...	1.0% of his/her base salary
On an employee's 15 <sup>th</sup> year anniversary and through his/her 19 <sup>th</sup> year of service the annual Longevity Bonus will be ...	1.5% of his/her base salary
On an employee's 20 <sup>th</sup> year anniversary and through his/her 24 <sup>th</sup> year of service the annual Longevity Bonus will be ...	2.0% of his/her base salary
On an employee's 25 <sup>th</sup> year anniversary and each year thereafter until retirement the annual Longevity Bonus will be ...	2.5% of his/her base salary

- B. All longevity bonuses shall be vested as of January 1<sup>st</sup> of the calendar year of the employee's anniversary date.
- C. As not to suffer any loss of benefit, eligible employees covered by this contract shall be entitled to receive all unpaid longevity bonuses earned prior to this 2008 Agreement. Said unpaid longevity shall be pro-rated annually based on the employee's current 5<sup>th</sup> year interval.

**ARTICLE XXII**  
**EXTRA CONTRACTUAL AGREEMENTS**

The employer agrees not to enter into any other Agreement of contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the P.B.A. agrees to any change in writing.

**ARTICLE XXIII**  
**PRESERVATION OF PRACTICES**

The employer agrees that all the benefits, terms and conditions of employment relating to an employee's status of police officers, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of commencement of collective bargaining negotiations between the parties leading to the executions of this Agreement.

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



**ARTICLE XXIV**  
**FULLY BARGAINED PROVISIONS**

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

**ARTICLE XXV**  
**SEPARABILITY AND SAVINGS**

If any provisions of the Agreement or any application of this Agreement to any employee, or group of employees, is held to be invalid by operation of law by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to such invalid provision, provided the provision is of an economic nature, consistent with law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A et seq. However, all other provision and application contained herein shall continue in full force and effect and shall not be affected thereby.

**ARTICLE XXVI**  
**AGENCY SHOP PROVISION**

- A. Purpose of Fee - If an employee covered by this Agreement does not become a member of the P.B.A. during any membership year (i.e., from January 1<sup>st</sup> to the following December 31<sup>st</sup>) that is covered in whole or in part by this Agreement, said employee would be required to pay a representation fee to the P.B.A. for that membership year. The purpose for this fee will be to offset the employee's per capita cost of services rendered by the P.B.A. as majority representative.
- B. Amount of Fee:
1. Notification - Prior to the beginning of each membership year, the P.B.A. will notify the employer in writing the amount of the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.
  2. Legal Maximum - In order to adequately offset the per capita cost of services rendered by the P.B.A. as majority representative, the representative fee should be equal in amount the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.
- C. Deduction and Transmission of Fee:
1. Notification - Once during each membership year covered in whole or in part by this Agreement, the P.B.A. will submit to the employer a list of those employees who have not become members of the P.B.A. for then current membership year. The employer will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the P.B.A.
  2. Payroll Deduction Schedule - The employer will deduct from the representation fee in equal

installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will be with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the employer, or
- b. Twenty (20) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the township in a non-bargaining unit position or was on layoff, in which event the resumption of employment in a bargaining unit position, whichever is later.

3. Termination of Employment - If an employee who is required to pay a representation fee terminates his or her employment with the town before the P.B.A. has received full amount of the representation fee to which it is entitled under this article, the employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics - Except as otherwise provided in this article, the mechanics for the deduction of the representation fees and the transmission of such fees to the P.B.A. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the P.B.A.

5. Changes - The P.B.A. will notify the employer in writing of changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the employer received said notice.

6. New Employees - on or about the last day of each month, beginning with the month this Agreement becomes effective, the employer will submit to the P.B.A. a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include, names, job titles, and dates of employment for all such employees.

D. The P.B.A. agrees to establish and maintain a "Demand and Return" system whereby employees who are required to pay the representation in lieu of dues may demand the return of the "Pro Rate Share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as

amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the P.B.A. Such proceedings shall provide for an appeal by either the P.B.A. or the employee to the Review Board established for such purposes and in accordance with the N.J.S.A. 34:13A-5.4, as amended.

- E. The P.B.A. shall indemnify and hold harmless the employer against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the employer for the purpose of complying with any of the provisions of this article.

**ARTICLE XXVII**  
**TERM AND RENEWAL**

This Agreement shall be in full force and effect retroactively as of 12:01 a.m. January 1, 2008 and shall remain in effect to and including December 31, 2011 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter until a new contract is agreed upon or one party or the other gives notice in writing no sooner than one hundred fifty days nor later than ninety days prior to the expiration date of the Agreement of a desire to change, modify or terminate this Agreement. In the event such written notice is given, and a new Agreement, said Agreement is to continue in full force and effect until a new Agreement is signed, unless prior to December 31, 2011 there shall be a dissolution of the Pohatcong Township Police Department.

**IN WITNESS WHEREOF**, the Parties by their authorized representatives have

hereunto set their hands and seals this 18<sup>th</sup> day of March, 2008.

**TOWNSHIP OF POHATCONG**

**WARREN COUNTY**

**STATE OF NEW JERSEY**

J. Ballin  
Wanda K. Kutzman  
\_\_\_\_\_

**NEW JERSEY STATE POLICEMENS**

**BENEVOLENT ASSOCIATION**

**LOCAL NO. 280**

P. J. B.  
S. D. R. O. A.  
A. L.