

AGREEMENT
BETWEEN
TOWNSHIP OF VERNON
AND
NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL NO. 285

JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

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1-28-07

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PREAMBLE

- A. **THIS AGREEMENT** is entered into this _____ day of _____, 2005 by and between the **TOWNSHIP OF VERNON**, in the County of Sussex, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the Employer), and **NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 285** (Hereinafter called the Association.)
- B. The Employer recognized the Association as the exclusive majority representative for all ranks below that of Chief of Police in the Police Department of the Township of Vernon, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.

ARTICLE 1

DEFINITION

- A. The term of "Police Officer", "member," and/or "Employee" as used herein shall be defined to include the plural as well as the singular and refers throughout to the sworn, regular Police Officers employed by the Township of Vernon.
- B. The term "Employer" and/or "Township" as used herein shall be defined as the Township of Vernon, a municipal corporation of the State of New Jersey.

ARTICLE II

MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its Employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To use improved methods and equipment, to decide the number of Employees needed for special assignments and to be in sole charge of the quality and quantity of the work required.
3. To hire all Employees, to promote, transfer, assign or retain Employees in positions with the Township, in accordance with New Jersey Department of Personnel (formerly Civil Service) Rules and Regulations.
4. To suspend, demote, discharge or take any other appropriate disciplinary action against any Employee for good and just cause

according to law and New Jersey Department of Personnel Rules and Regulations.

5. To layoff Employees in the event of lack of funds.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et seq or any other national or state law.

ARTICLE III

EMPLOYEE RIGHTS

- A. The Township will encourage the full security of all individual rights and privileges of its Employees as citizens in the democratic society consistent with their duties and responsibilities as Employees of the Township.
- B. The Township shall grant a leave from duty with pay for up to three (3) days per month to the State Delegate of the PBA or PBA Officer to attend State, County, Local Association meetings. Seminars, Training Sessions, Conferences and any other PBA business shall be approved by the Chief of Police. The State Delegate or the PBA President shall submit written notification to the Chief of Police no less than one (1) calendar week prior to said absence from duty.
- C. The Employer agrees to grant time off without any loss of regular or compensatory time not to exceed one (1) calendar week to any Employee designated by the PBA to attend the annual State Convention. No more than three (3) Employees, consisting of one (1) delegate and two (2) alternate delegates, shall be granted off any one time. The State Delegate or the PBA President shall submit written notification to the Chief of Police no less than Fourteen (14) days prior to said absence from duty under this provision.

D. During collective negotiations, authorized PBA representatives, not to exceed four (4) shall be excused from their normal work duties to participate in any collective negotiation session mutually scheduled by the parties and shall suffer no loss of regular pay or compensatory time.

ARTICLE IV

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of Police Officers.
2. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate representative of the Employer, provided, however, that the Employer furnishes the PBA with prior written notice of such discussions.
3. Nothing herein shall be construed as limiting the right of any Employee having a grievance to pursue his own grievance apart from the PBA and its grievance committee.

B. DEFINITIONS

1. The term "grievance" as used herein means any dispute or controversy arising over any matter which affects the arbitrable terms, and conditions of employment of Police Officers, and may be raised by the PBA through its Grievance Committee on behalf of an individual Employee or group of Employees, or the Employer.

2. The term "party" as said herein means the PBA or the Township of Vernon, and is not intended to include an individual Employee, or group of employees.
3. Work days shall be defined as Monday through Friday.
4. The term "minor discipline" as used herein means those circumstances where the penalty is five (5) days of suspension, or equivalent fine, or any lesser penalty.

C. STEPS OF THE GRIEVANCE PROCEDURE

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

STEP ONE

- A. An aggrieved Employee, or the PBA on behalf of the aggrieved Employee or Employees, or the Township, shall institute action under the provisions hereon, within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved Employee and his Division Commander (Lieutenant) for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.
- B. The Division Commander (Lieutenant) shall render a decision within five (5) working days after receipt of the grievance.

- C. In the event the actions, orders or directives of the Division Commander (Lieutenant) are the reason for the grievance, then the grievance shall immediately proceed to **STEP TWO**, paragraphs (A) and (B). The Chief of Police has the authority to determine if bypassing **STEP ONE** is appropriate, and shall refer the grievance back to **STEP ONE** for action if he feels it is appropriate to do so.

STEP TWO

- A. In the event a satisfactory settlement has not been reached, the Employee or the PBA shall, in writing and signed, file his grievance with the Chief of Police within five (5) working days following the determination at **STEP ONE**.
- B. The Chief of Police shall render a written decision within ten (10) working days from the receipt of the grievance.

STEP THREE

- A. In the event the grievance has not been resolved in or at **STEP TWO**, the PBA shall, in writing and signed, file the grievance with the Township Manager within five (5) working days following the determination at **STEP TWO**. This presentation shall include copies of all previous correspondence relating to the matter in the dispute. The Township Manager shall give the PBA and or the Employee the opportunity to be heard.
- B. The Township Manager shall render a written decision within ten (10) working days from receipt of the grievance.

STEP FOUR

- A. In the event the grievance has not been resolved in or at **STEP THREE**, the matter may be referred to arbitration as hereinafter provided.
- B. In the event that the Employer or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:
- (1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) working days following the receipt of the Township Manager's determination.
 - (2) The party demanding the arbitration shall request the Public Employment Relations Commission to appoint an Arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the Public Employment Relations Commission.
 - (3) The costs of the services of the Arbitrator shall be borne equally by the Employer and the Association.
 - (4) The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
 - (5) The decision of the Arbitrator shall be final and binding upon the Employer and the Association.
 - (6) The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be 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.

- C. A failure to respond at any **STEP** in this procedure by the Employer or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next **STEP**.
- D. Upon prior notice to the Chief of Police, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with Employees and the Township on specific grievances in accordance with the Grievance Procedure set forth herein during work hours of Employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Township of Vernon or require the recall of off-duty Employees.

ARTICLE V

BENEFITS

- A. The Township shall provide hospitalization insurance coverage, dental insurance coverage, major medical insurance coverage, false arrest and liability insurance coverage in effect as of the signing of this Agreement, or its equivalent. Effective September 1, 1993 the employer shall be permitted to implement an 80/20 medical plan. The details of which are set forth at Schedule C attached. The level of benefits so described shall be maintained.
- B. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided. The Township agrees to give two (2) weeks notice of such change whenever practicable, but in no event shall the notification be less than one (1) week.
- C. The Township agrees to provide life insurance in the minimum amount of Ten Thousand (\$10,000.00) Dollars.
- D. Except as modified by the Agreement, all rights, privileges or benefits which are applicable to Employees prior to the execution of this Agreement, shall remain in full force and effect during the term of this Agreement.
- E. The Township shall pay health insurance premiums for retired police officers under the following circumstances;

- a. Individuals employed with the Township of Vernon as of January 1, 1999, and who are eligible to retire within the meaning the PFRS (Police and Firemen's Retirement System) shall be entitled to receive paid health benefits after retirement and up until age sixty-five (65) with coverage equal to that of an active duty employee. When the retiree reaches the age of sixty-five (65), the Township shall provide the retiree with a supplemental integrated coverage policy which shall be secondary to the retiree's Medicare coverage.
- b. Individuals hired by the Township of Vernon after January 1, 1999 who retire within the meaning of PFRS and who have served in a fulltime capacity in Vernon Township for fifteen (15) years, shall be entitled to receive health benefits after retirement up until they reach the age of sixty-five (65) with coverage equal to that of an active duty employee. When the retiree reaches the age of sixty-five (65), the Township shall provide the retiree with a supplemental integrated coverage policy which shall be secondary to the retiree's Medicare coverage.
- c. Upon the death of the retired Police Officer, coverage will be continued for his or her spouse, provided that the officer was married to the spouse at the time of his/her retirement,

and will be continued for his or her dependent children, provided the children were designated as dependents at the time of the Police Officer's retirement, until the death or remarriage of the spouse, or until receipt of other coverage by that spouse, or until the spouse reaches the age of sixty-five (65), whichever occurs first.

- d. After retirement, no new dependents may be added to the Police Officer's coverage. However, if a retired Police Officer, who had coverage for his or her spouse at the time of retirement, remarries, the new spouse may receive coverage as provided for in Paragraph "C" above. However, upon the death of that Police Officer, all coverages for the new spouse will terminate.
- e. A retired Police Officer may apply not to be covered for medical insurance under the Township's insurance plan in exchange for cash payment equal to one-half (1/2) of the savings on the costs to the Township for providing coverage to said employee for one year. The Police Officer may not, thereafter, apply to rejoin the Township Insurance Plan.

F. DISABILITY – POLICY & PROCEDURE

1. Temporary Disability Benefits provided by the Township of Vernon are equal to the Temporary Disability Benefits Law of the State of New Jersey and are granted through contractual agreements.
 2. An employee who is absent because of illness or non-work related injury must use all accumulated and earned sick days before applying for Temporary Disability. Once these sick days are used, the employee must wait seven (7) days until Temporary Disability payments begin. The current rate is sixty percent (60%) of the base salary, up to the maximum amount established by the New Jersey State Department of Unemployment/Disability. (Rates may change each year.) The set dollar amount will be paid to the employee through twenty-six (26) weeks or end of disability, whichever comes first. At such time they will receive a final Temporary Disability pay of the seven (and) holding days.
 3. The employee must provide medical certificates, completed by their physician to the Township of Vernon Personnel Office.
 4. Before an employee may return to work, they must provide a written release from their physician.
 5. The benefit shall be provided to the Employee(s) at no premium cost.
- G. Effective January 1, 2002, each Employee covered by this Collective Bargaining Agreement shall be required to participate in the cost of health insurance coverage by paying an amount equal to

5% of the total health insurance premium for said Employee to the Township. Said amount shall be deducted in equal payments by payroll deduction from the Employee's payroll check or from an account balance funded by the Employee under the provisions of the Internal Revenue Service Code § 125 and as established by the Township, should the Employee so elect. The amount due retroactively to the Township shall be reduced from the retroactive paycheck each Employee shall receive subsequent to ratification of this **AGREEMENT**.

- H. All benefits set forth in this Article, except health insurance benefits, shall accumulate for probationary officers, but shall not be paid unless the officer successfully completes the Academy Training and accepts continuing employment as a Township Police Officer. Health insurance benefits shall be applied as for all other employees covered by this **AGREEMENT**.

ARTICLE VI

OFF-DUTY POLICE ACTION

- A. Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the force on his/her time off, while in the State of New Jersey, which would have been taken by an Officer if present or available, shall be considered as Police action, and the Employee shall have all of the rights and benefits concerning such action as if he/she were on active duty.

- B. Recognizing that the Employer and its residents benefit from the additional protection afforded them by off-duty Police Officers, and further recognizing the weighty responsibility and hazards confronting each off-duty Police Officer, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One (\$1.00) dollar per year which shall be considered as part of the base annual wage.

ARTICLE VII

LONGEVITY

A.1 There shall be added to and made part of the remuneration of all Employees covered under this **AGREEMENT**, except as set forth in A.2 below, an amount equal to a certain percent of the salaries and wages fixed for each said person based upon the completion of a certain number of years of service in and for the Township as follows:

YEARS CUMULATIVE SERVICE

5	4%
10	5%
15	6%
20	7%

A.2 Employees hired after January 1, 1996 shall be entitled to longevity payments pursuant to the following schedule:

YEARS CUMULATIVE SERVICE

5	2%
10	5%
15	6%
20	7%

B. Such additional compensation shall be paid notwithstanding the maximum salaries or wages provided in **ARTICLE XVII** of this

AGREEMENT, and shall be included in the base salary of each member for Pension purposes only.

- C. Such longevity pay shall be based on the earnings of the normal work week, and longevity pay shall not be added to overtime remuneration.

ARTICLE VII

CLOTHING AND EQUIPMENT

- A. The Township shall provide each Employee with the necessary uniform and equipment, and shall pay for any changes of, or additions to the official uniform for each Employee. The basic uniform shall include body armor, as designated by the Chief of Police.
- B. All replacements for an official uniform change shall be based on what the Officer was initially issued at the time of employment.
- C. The clothing and equipment allowance shall be Nine Hundred and Seventy-Five (\$975.00) Dollars, payable in two (2) semi-annual installments. This allowance shall not be included in determining the base pay, nor be added thereto.
- D. In addition to the allowance specified in **Paragraph C** above, the Township shall replace any Officer's clothing or equipment which is destroyed or damaged beyond repair in the performance of his/her duties as a Police Officer.
- E. Probationary Officers shall supply necessary clothing and equipment with the exception of any weapons and body armor supplied by the Township. Upon successful completion of the basic academy class, the Officer shall be reimbursed by the Township for the clothing and equipment previously supplied by the Probationary Officer. An Officer transferring to the Township shall supply necessary clothing and equipment with the exception of any weapon and body armor supplied by the Township.

Upon successful completion of the Field Training Program, the Officer shall be reimbursed by the Township for the clothing and equipment previously supplied by the officer.

ARTICLE IX

HOLIDAYS

- A. All employees shall receive credit for a day off for the following fourteen (14) holidays, although they may be required to work on the holiday itself because of shift duties:
1. **New Year's Day**
 2. **Martin Luther King's Birthday**
 3. **Lincoln's Birthday**
 4. **Washington's Birthday**
 5. **Good Friday**
 6. **Easter Sunday**
 7. **Memorial Day**
 8. **Independence Day**
 9. **Labor Day**
 10. **Columbus Day**
 11. **Veteran's Day**
 12. **Thanksgiving Day**
 13. **Day after Thanksgiving**
 14. **Christmas Day**
- B. If an employee is scheduled to work on a holiday, or if the holiday falls on the Employee's regularly scheduled day off or during his vacation period, the Employee shall be entitled to take a compensatory day off, at the

Employee's discretion, with the approval of the Chief of Police. All compensatory days off must be taken prior to the end of the calendar year.

- C. At the Employee's option, holiday pay may be taken for all holidays not taken at the regular pay rate. Employees may request payment in June for holidays not taken through the first half of the calendar year. Employees must submit written notification to the Chief of Police, no later than August 31st of each year of their reasonable intent to be paid for the holidays remaining through the end of the year. Payment for holidays not taken may be made in June and/or the second pay period in November at the Employee's request and discretion.

ARTICLE X

HOURS OF WORK

- A.1. The Chief of Police or Designee shall utilize seniority for the purpose of shift assignments or transfers except when Officer experience imbalances are created which may adversely affect department operations, training, discipline, community service or during a period of time when an Officer's special skills or training make it necessary.
- An Officer shall be deemed experienced after the completion of thirty-six (36) consecutive months of service, within the department's jurisdiction, post completion of the police academy.
- A.2. There shall be semiannual windows when Officers may file applications for specific shift assignments. Requests shall be submitted on or before January 1 of each year for consideration for the spring window and on July 1 each year for the fall window. A spring schedule shall take effect on the first Sunday of April of each year and a fall schedule shall take effect on the first Sunday of October of each year. Posting of assignments for each schedule shall be made at least forty-five (45) days prior to the implementation of the schedule.
- A.3. Applications for transfers or assignments shall be maintained on file in the office of the Police Chief. No request shall be arbitrarily or capriciously denied. The reason for any denial of a requested assignment or transfer shall be in writing; a copy to be provided to the Officer on or before the posting date set forth in A.2. or within two weeks of the action if not at a

scheduled window; a copy to be provided to the Township Personnel Administrator for inclusion in the personnel file of the Officer; and shall be grievable under **Article IV** of the contract.

- A.4. Probationary Officers shall be assigned to the shifts established under **B.1.** on a rotating six month basis until a Probationary Officer shall have served on all three shifts, which shall be consecutive upon completion of the Field Training Program, unless such assignments may interfere with the criteria established in **A.1.** After the Officer has completed this eighteen (18) month assignment, he or she may submit a written request for a specific shift assignment, for the next semi-annual application period, in accordance with the procedure set forth in **A.2.**
- B.1. Hours of work shall consist of a forty (40) hour week, eight (8) hours each day with three (3) shifts per day. Officers shall work non-rotating shifts of either 0700 hours to 1500 hours; 1500 hours to 2300 hours; and 2300 hours to 0700 hours based on their assignment.
- B.2. The Police Chief shall retain the right to implement supplemental shifts in addition to the shifts enumerated in **B.1.** Assignments to the supplemental shifts shall comply with the assignment and transfer criteria set forth in this **Article.**
- B.3. The hours of work and the shift schedule as enumerated in **B.1.** may be altered, upon an Agreement in writing, between the Police Chief and the PBA. Should an alteration of the hours of work or shift schedule occur, that alteration shall replace **B.1.** on a six (6) month trial basis. The

alteration hours of work or the shift schedule shall continue beyond the trial period only upon a subsequent agreement in writing between the Police Chief and PBA to continue such alteration.

- C. No changes of shifts or transfers of an Officer between shifts shall occur without fourteen (14) days notice except in cases of emergencies such as but not limited to protracted illness or injury, as determined by the Police Chief.
- D. An Employee may, at the end of overtime worked, elect to be compensated as paid overtime (time and one half rate) or in compensatory time (time and one half) when the Employee elects to take compensatory time off (CTO) then said CTO would accumulate in a CTO bank for future use. Future use of CTO would be at the Employee's sole discretion subject to prior departmental approval. At no time shall the CTO bank contain more than Sixty (60) hours. The PBA shall be allowed to review the CTO Bank to insure that no more than sixty (60) hours have accrued.

ARTICLE XI

OVERTIME

- A. Overtime shall be paid for all work performed in excess of the standard tour of duty at the rate of one and one half (1 ½) times the computed hourly rate. Permanent full-time Employees shall not be paid overtime until said Employee shall have worked the standard tour of duty.
- B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance whenever possible by the Chief of Police, or authorized representative. The reasons for the granting of overtime shall be noted on the time report and certified by the Chief of Police.
- C. Whenever an Employee is required to appear in Court within the Township of Vernon on the Employee's off-duty time, such Employee shall be credited with a minimum of two (2) hours overtime. If an Officer is required to perform Police duties not related to the Court Appearance within the Township of Vernon, he/she will fall under the guidelines of **Article XII**. When such Court Appearance is required outside the Township of Vernon, said Employee shall be credited with a minimum of three (3) hours overtime.
- D.1. All requests for Police services from an outside agency, such as the Board of Education, Not for Profit Organizations, Contractors, Lake Associations or any similar business request shall be first offered to Sworn, Regular Police Officer(s).

D.2. The rate of pay for contracted Police service will be top grade Patrolman overtime rate. Police services for all Board of Education and Not for Profit Organization functions shall be paid at the rate of Fifty (\$50.00) Dollars an hour.

D.3. Requested services for the Board of Education and Not for Profit Organizations shall be filled utilizing the chart as follows:

<u>Officers Requested</u>	<u>Sworn, Regular Police Officer</u>	<u>Special Police Officer</u>
One (1)	One (1) Mandatory	N/A
Two (2)	One (1)	One (1)
Three (3)	One (1)	Two (2)
Four (4)	Two (2)	Two (2)

Five or more patterned as above.

D.4. The Public Employer further agrees that all monies received from such contracting work shall be paid through the Employer's payroll process and the Law Enforcement Officer while so employed shall be treated in all respects as an Employee of the Public Employer.

ARTICLE XII

CALL BACK

- A. Employees are on call twenty-four (24) hours a day (exceptions: sick leave or vacations). In the event of a call back to duty for an emergency, school crossing, breathalyzer operation or similar duty, such Employee shall be credited with a minimum of three (3) hours overtime, provided such call back is not contiguous with the Employee's regular work shift.
- B. The Employer reserves the right to retain the Employee for the minimum time period.

ARTICLE XIII

SICK LEAVE

- A. Each full time, permanent member of the Bargaining Unit is entitled to 15 days of sick leave per annum. If an Employee is hired during the course of the year, the Employee is entitled to one day of sick leave for each month of employment or part thereof, until the next calendar year begins.
- B. Sick leave may be accumulated without restriction.
- C. Sick leave can be utilized for the following reasons: personal illness, accident, exposure to contagious disease or for brief periods due to serious illness in the family.
- D. Absence on sick leave for three or more consecutive days requires a physician's certificate of illness prior to return to work.
- E. In any case where an Employee has been absent on sick leave for any duration of time and such absences total seven (7) or more sick leave absences in any calendar year, a physician's certificate is required to return to work for every sick leave absence of any duration. A sick leave period is the Employee utilizing consecutive sick day(s) in one period.
- F. The Township may, at its sole discretion, require a physician's certificate indicating the Employee may return to work. In such cases, and except as in Paragraphs **D** and **E** above, the Township shall bear the cost of the physician's visit and report. The Township shall choose the physician.

- G. During a period of sick leave which lasts ten or more days, the Township may require the Employee to provide interim physician's reports from the Employee's treating physician.
- H. The Township, at its sole discretion, may require an Employee to take sick leave if, in the opinion of the Chief of Police, Township Manager, or a designated representative, the Employee may endanger the health or welfare of other Employees or the public. In such event, the Employee may return to work only with a physician's certificate. The Township may further require the Employee to attend a Township recommended physician, at the cost of the Township, and, in such event, the determination of such physician concerning return to work shall be final. If the physician determines that the Employee was fit for duty and was, nevertheless, put on sick leave, the Employee shall not be charged with sick day use.
- I. Sick leave shall be taken in increments no smaller than one-half day.
- J. Upon retirement, as defined by the Police and Fire Retirement System, an Employee shall be paid for one-half of the accumulated sick days of the Employee, at the Employee's then current rate of pay, subject to a limitation of a \$15,000.00 cap.
- K. The Township shall, from time to time, adopt or amend a sick leave policy. In such cases as this Collective Bargaining Agreement and the sick leave policy may be in conflict, the Collective Bargaining Agreement shall control. In the event an Employee violates the provisions of this

AGREEMENT, or the sick leave policy, the violation may result in the loss of sick day benefits for the day(s) of the violation, which may become unpaid absences, and may be further subject to disciplinary action by the Township. The Township may verify the bona fide utilization of sick leave pursuant to Township policy and pursuant to this **AGREEMENT**, between the hours of 0800 and 2000.

- L. A maximum of one (1) year's sick leave shall be granted if warranted for injury or illness sustained as a result of an Employee's action in the line of duty as a Police Officer, providing that the Employee files for Worker's Compensation in accordance with law. When an Employee is receiving Worker's Compensation Insurance payments, the Township will supplement such payments so that the Employee will continue to receive his/her regular base salary. Such sick leave resulting from the line of duty injury or illness shall not be considered as part of the regular sick leave accrued as above, nor shall it be deducted therefrom. Additional leave may be granted by the Township Manager upon review.
- M. Sick leave in excess of the time prescribed by this **AGREEMENT** may be granted at the discretion of the Township Manager.

ARTICLE XIV

LEAVES OF ABSENCE

- A. Leaves of absence may be provided for all Employees covered under this **AGREEMENT**, following completion of the probationary period. A leave of absence shall be granted to protect the Employee's continuity of service and eligibility of benefits on return to work. Employee benefits shall not be granted during the leaves of absence, nor is the time out for leave counted in determining total years of service.
- B. Requests for leaves of absence must be submitted in writing to the Chief of Police. Sergeants are to submit their request four (4) weeks prior to the effective date, at the latest. Patrolmen are to submit their request at least two (2) weeks in advance of the date the leave is to become effective. All requests are subject to review of the Township Manager.
- C. Military leave will be granted in accordance with State and Federal Law.
- D. The Township shall pay to an Employee any difference between the Employee's full pay and the sums received for attending jury duty, to any permanent, full time Employee who serves on jury duty, subject to the following conditions:
1. The Employee notifies his/her supervisor upon receipt of the summons for jury duty.
 2. The Employee has not volunteered for jury duty.

3. The Employee submits proof, acceptable to the Township Manager, that the Employee served on jury duty and the amount received by the Employee for the service.
- E. All leave qualifying under the New Jersey Family Leave Act and/or the Family and Medical Leave Act shall be subject to the Family Leave Policy adopted by the Township of Vernon on January 28, 2002. The Township, during the term of this **AGREEMENT**, shall not reduce or alter, except beneficially, the provisions of said policy. Subject to such benefits and limitations as are provided by law, maternity leave may be granted at the end of the sixth (6th) month of pregnancy and may be extended to the eighth (8th) week post partum. In order to continue working past the sixth (6th) month of pregnancy, a permission to work note must be obtained from the Employee's obstetrician.
 - F. The Township Manager may grant leaves of absence without pay to permanently employed New Jersey Department of Personnel employees for periods not to exceed six months at a time for reasons satisfactory to the Township Manager.
 - G. Unpaid leaves of absence may be extended by formal action of the Township Manager for an additional period not to exceed six months, but no further renewal or extension of unpaid leaves of absence may be granted, except upon the written approval of the New Jersey Department of Personnel Commission.

- H. Written notice of all leaves of absence or extensions shall be forwarded to the New Jersey Department of Personnel Commission.
- I. During any period of unpaid leave not otherwise governed by State or Federal Law, the Employee shall not accrue service time or additional leave time, i.e., sick time, vacation days and personal days, and shall not be eligible for holiday pay, uniform allowance or educational stipends during the period of unpaid leave. Such payments shall be prorated upon the Employee's return to work.
- J. Personal leave may be granted by the Township Manager under exceptional circumstances for up to three (3) months to eligible Employees.

ARTICLE XV

VACATIONS

- A. Vacation time for all Employees is determined as follows:
1. One (1) day per month from the date of hire to the following January 1. After that date, each Employee is entitled to twelve (12) days of vacation plus the time accrued since the date of hire.
 2. All eligible Employees shall receive twelve (12) days of vacation each year until five (5) years of service; over five (5) years, fifteen (15) days vacation; over ten (10) years, eighteen (18) days of vacation; over fifteen years, twenty (20) days of vacation; and over twenty (20) years, twenty-five (25) days of vacation.
- B. Holidays falling with the vacation period shall not be computed as part of the vacation, however, they may be added to the vacation period with the approval of the Chief of Police.
- C. All vacation time is subject to the final approval of the Chief of Police, however, any vacation time which is denied for any one (1) calendar year shall not be counted as accumulated vacation time.
- D. Vacation time need not be used for any one (1) calendar year, but may be carried over to the next year. No more than two (2) years vacation time may be used during any one (1) calendar year, excepting that vacation time which had been denied from a prior year.
- E. All Employees shall receive four (4) personal leave days per year which shall not be counted as vacation, nor be deducted from sick leave. Any

personal leave day utilized on Thanksgiving, Christmas Eve and Christmas Day shall be subject to Seventy-Two (72) hour notice by the Employee. In the event that less than Seventy-Two (72) hours notice is given to the Department with respect to the above stated holidays, then the Department may deny the use of that day. At the Employee's option, personal leave days not taken will be paid at the Employee's regular pay rate. This option may be exercised on the second pay period in November of each year.

- F. Employees shall be entitled to not more than five (5) days with pay for birth of a child in immediate family.

ARTICLE XVI

FUNERAL LEAVE

- A. Funeral leave for all Employees is determined as follows:
 - 1. Five (5) days: wife, husband, son, daughter, mother, father, sister, brother, grandparent, mother-in-law, father-in-law.
 - 2. Three (3) days: brother-in-law, sister-in-law, grandchild, aunt, uncle, niece, nephew or cousin.
- B. Reasonable verification of the event may be required by the Township.
- C. Such funeral leave shall not be deducted from vacation time, personal days, holidays, nor sick leave, however, such bereavement leave is not in addition to any sick leave falling within the time of the bereavement.
- D. An Employee may make a request of the Chief of Police or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Chief of Police or his designated representative, shall be charged, at the option of the Employee, either as a personal day or against accumulated compensatory time off.

ARTICLE XVII

SALARIES

- A. The salaries for Employees covered by this **AGREEMENT** shall be as set forth on Schedule A annexed. The salaries for Employees hired on or after January 1, 2005 covered by this **AGREEMENT** shall be as set forth on Schedule B annexed.
- B. The differential between ranks shall be ten (10%) percent above the prior grade.
- C. Any new Employee with prior service as a Law Enforcement Officer in another Department or Agency, providing basic training has been completed, shall enter the salary scale as a Patrolman in accordance with the following:
1. Less than two and one-half (2 ½) years prior service, as a Patrolmen 1st Grade.
 2. At least two and one-half (2 ½) years but less than five (5) years prior service, as a Patrolman twelve (12) months of service (Grade 2).
 3. At least five (5) years but less than ten (10) years prior service, as a Patrolman after, twenty-four (24) months of service (grade 3);
 4. Ten (10) or more years of prior service, as a Patrolman after thirty six (36) months of service (Grade 4).

The above mentioned prior service credit provisions shall be applicable with respect to entry level starting salaries only. No seniority credit over existing department personnel shall be permitted.

- D. All Detectives shall be entitled to a pro-rated Two Hundred (\$200.00) Dollar increment payment.
- E. An Officer having twenty (20) Years of service within the meaning of the Police and Fire Retirement System or having fifteen (15) years of service with Vernon Township and ten (10) years of Law Enforcement experience shall be elevated one-half (1/2) the distance in pay to the next higher rank, and this will be added to and become part of the Officer's Base salary.
- F. In the event an Employee shall work as a shift supervisor/sergeant, that Officer shall be paid at the sergeant's minimum rate of pay.
- G. Commencing January 1, 2006, Sergeant's and Officer's assigned to the 2300 hour to 0700 hour shift shall be entitled to a shift differential payment of two (2%) percent of their base pay rate.

ARTICLE XVIII

EDUCATION AND TRAINING

- A. The Employer shall pay all costs of training the probationary Employee at a Police Academy certified by the Police Training Commission of the State of New Jersey.
- B. The Employer shall pay all costs of any specialized training for all Employees including any academies, seminars or schools which the Employee is required to attend.
- C. If an Employee is required to provide his own vehicle for any business related travel, including, but not limited to any academies, seminars or schools, a travel expense per mile shall be paid to such Employee. The amount paid per mile shall be the State of New Jersey standard at the time of such travel by the Employee.
- D. Each Employee shall receive an annual increment to base pay for all college credits satisfactorily completed and awarded by an accredited college or university. Such credits shall be prerequisite to a course of study leading to a recognized degree in Police Science, Criminology, Law Enforcement, Public Safety, Public Administration, Behavioral Science and Social Science. The Public Administration degree must have the concentration of electives in Criminal Justice, Police Science, Law Enforcement or similar Police related programs. The Township Manager may consider any other concentrations on an individual basis and shall

determine if such concentrations are deemed to be a substantial benefit to the Township. This increment shall be paid notwithstanding the maximum salaries and wages provided in **Article XVII** of this **AGREEMENT**, and shall be paid during the month of July for all credits earned by June Thirtieth (30th) of each year. In order to qualify for the increment, each Employee shall submit a transcript to the appointing authority prior to the awarding of the increment. The annual increment shall be determined as follows:

<u>CREDITS EARNED</u>	<u>INCREMENT</u>
12-24	\$ 100.00
25-48	300.00
49-64	400.00
Associate Degree	500.00
65-88	750.00
89-120	900.00
Bachelor's Degree	1,200.00
Master's Degree	1,500.00

- E. The Employer agrees to pay the full cost of tuition, books and fees, less any scholarships or grants, for courses leading to a recognized degree in the law enforcement field, payment to be made upon submission of satisfactory proof of a passing grade in such course. The Township shall not be required to pay more than Eleven Thousand (\$11,000.00) Dollars

annually under this paragraph. In the event of an over subscription for subsidy payments, those approved shall be limited to a pro rata share of the \$11,000.00 maximum based upon the amounts approved for each Officer. The Township under no circumstances shall pay for a PhD degree.

F. Any Employee who attends a Department required school, other than initial Police Training, shall be provided with a Ten Dollar (\$10.00) meal allowance. If the school distance traveled is outside of the following counties: Sussex, Morris, Passaic, or Bergen, or overnight accommodations are required, a maximum meal allowance of Thirty-Five (\$35.00) Dollars per day will be given. A receipt shall be submitted to the Township when the Thirty-Five (\$35.00) Dollars meal allowance is utilized by the Employee for reimbursement.

G. In an effort to facilitate the Township's ability to provide increased in-service training, the PBA and the Township agree to the utilization of compensatory time in lieu of overtime payment under the following circumstances:

Compensatory time on an hour for hour basis will be used only in cases which would result in overtime pay for the Officer attending said training, or the Officer covering the tour of duty normally covered by the aforementioned Officer.

The above agreement must be approved by the PBA Delegate or President, the Officer(s) who receive the compensatory time, and the Chief of Police or his designated representative.

- H. The Employer agrees to pay the full cost of tuition, books, and fees, less any scholarships or grants, for courses/seminars for Alcohol/Substance Abuse Programs, payment to be made upon submission of satisfactory proof of a passing grade or successful completion of the course or seminar.

ARTICLE XIX

EMPLOYEE DEATHS

- A. The Township shall pay Two Thousand Five Hundred (\$2,500.00) Dollars toward the cost of funeral expenses for any Employee whose death occurs while he/she is employed by the Township.

ARTICLE XX

NON-DISCRIMINATION

- A. The Township and the Association agree that there shall be no discrimination against any Employee because of age, race, creed, color, sex, national origin or political affiliation.

- B. The Township and the Association agree that all Employees covered under this **AGREEMENT** have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the township or the Association against any Employee because of the Employee's membership or non-membership or activity or non-activity.

ARTICLE XXI

INVESTIGATION OF POLICE OFFICERS

- A. In an effort to insure that Departmental Investigations are conducted in a manner which is conducive good order and discipline, the following rules are hereby adopted:
1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
 2. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be a Police Headquarters or the location where the incident allegedly occurred.
 3. The member of the force shall be informed of the nature of the investigation before any interrogation of the member commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he/she should be informed at the initial contact.
 4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
 5. The member of the force shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or

other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he/she so requests, to consult with counsel and/or his/her Association Representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation period beyond one (1) hour for consultation with his/her Association Representative, nor more than two (2) hours for consultation with his/her attorney. However, this Paragraph shall not apply to routine day-to-day investigation.
7. In cases other than departmental investigations, if a member of the force is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the department.
9. A member of the force who is the subject of a Departmental Investigation of a non-criminal nature shall be informed of the allegation(s) against him/her, in writing, within ten (10) days of receipt of the complaint. The following shall be adhered to:

(a) Department investigation shall commence within five (5) days of the Chief of Police or his designee's awareness of the allegations.

(b) All Department investigations shall be concluded within thirty (30) days of their inception except where the circumstances dictate the need for additional time to properly conclude the investigation. In cases which exceed the thirty (30) day time frame, the Officer under investigation will be informed in writing of the extension and reasons therefore.

(c) All members who are investigated shall be notified within ten (10) days of its completion as to the results and any disciplinary action to be taken.

ARTICLE XXII

NO-STRIKE PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the Township's Department and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- B. The Association covenants and agrees that during the term of this **AGREEMENT**, neither the Association nor any person acting on 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 an Employee from his position, or stoppage of work or abstinence in whole or in part from the full and proper performance of the employee's duties or employment*), work stoppage, slowdown or walkout against the Township.
- C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, or other such steps as may be necessary under the circumstances, and to bring about compliance with its order.

- D. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in such activity by the Association members shall entitle the Township to take appropriate disciplinary action, including, but not limited to, discharge in accordance with applicable law.
- E. Nothing contained in this **AGREEMENT** shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XXIII

DEDUCTIONS FROM SALARY

- A. The Employer agrees to deduct from the salaries of its Employees, subject to this **AGREEMENT**, dues for the PBA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (**R.S. 52:14-15.9 (e)**), as amended. Said monies, together with records of any corrections shall be transmitted to the PBA Financial Secretary within three (3) working days from the payroll period ending date of each pay period.
- B. If during the life of this **AGREEMENT** there shall be any change in the rate of membership dues, the PBA shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorization from its members showing the authorized deduction for each Employee.
- C. The PBA will provide the necessary "Check-Off" authorization from and deliver the signed forms to the appropriate offices.
- D. It is hereby agreed that the dues deductions for any Employee in the Association shall be limited to Local No. 285 of the New Jersey State Policemen's Benevolent Association, the duly certified majority representative, and Employees shall be eligible to withdraw such

authorizations only as of July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.

- E. The Association shall indemnify, defend and save the Township harmless against any and all demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Association to the Township, or in reliance upon the official notification to the Township on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.
- F. Each Employee will have the right to authorize the Township to deduct a payment from that Employee's paycheck, and have said payment deposited in an account at an (*mutually agreed to by the Township and the PBA*) assigned financial institution. The PBA assumes all responsibility for establishing and maintaining the savings program with the financial institution.

ARTICLE XXIV

BULLETIN BOARD

- A. The Township will supply one (1) bulletin board for the use of the Association to be placed in the Squad Room.
- B. The bulletin board shall be for the use of the Association for posting of notices and bulletins pertaining to the Association business and activities or matters dealing with the welfare of Employees.
- C. No matter may be posted without receiving permission of the officially designated Association Representative.
- D. The Association representative shall determine what is a matter of concern to the Association.
- E. Any notices and bulletins deemed detrimental to the operation of the Department may be challenged by the Chief of Police.

ARTICLE XXV

POLICE VEHICLES

- A. The parties agree that all Police Vehicles owned or leased by the Township shall be equipped with the appropriate radio and emergency equipment, air-conditioning, and it is the intent of the Employer that no Police Vehicle shall be used on routine patrol after clocking one hundred thousand (100,000) miles on the odometer, except in an emergency. The Township agrees to maintain all Police Vehicles in a safe and serviceable manner.
- B. If an Employee of the Department alleges that a motor vehicle he/she is assigned to is unsafe to operate, then the Employee will notify his/her supervisor in writing of the dangerous conditions or unsafe equipment. Supervisors will make every effort to eradicate the problem. Any issue as to whether equipment is usable should be determined by the Supervisor. The Chief of Police has the sole discretion in the areas of dispute concerning the use of Police Vehicles.

ARTICLE XXVI

CERMONIAL ACTIVITIES

- A. In the event a Police Officer in another municipality is killed in the line of duty, the Employer will permit at least two (2) uniformed off-duty Police Officers of the department to participate in the funeral services for the said deceased Police Officer.

- B. Subject to the availability of the same, the Employer will permit a Department Police vehicle to be utilized by the members in the funeral service.

ARTICLE XXVII

PERSONNEL FILES

- A. A separate personal history file shall be established and maintained for each Employee covered by this **AGREEMENT**; personal history files are confidential records and shall be maintained in the Office of the Personnel Officer.
- B. Any member of the Police Department may by appointment review his/her personnel file, but this appointment for review must be made through the Chief of Police or his designated representative. Said appointment will be made as soon as possible, but in no case longer than two (2) working days from the date of request.
- C. Whenever anything written concerning an Employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her to read and he/she shall be given an opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file.
- D. All personal files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom unless agreed upon by both the Township and the Employee.

ARTICLE XXVIII

PUBLIC SAFETY AND COMMUNITY SERVICE COMMITTEE

- A. The parties hereby agree to establish an advisory committee to evaluate all matters of health and safety of the Employees covered by this **AGREEMENT**.
- B. Said committee shall be comprised of an equal number of Employer representatives and PBA representatives. Said committee shall meet not less than once every two (2) months at a mutually convenient time and place. Any person may submit suggestions to the Committee members either orally or in writing. While this Committee has the complete support and backing of the Township Council and the Township Manager, the recommendations of this Committee shall not diminish or interfere with the management rights of the Administration as outlined in this **AGREEMENT**.

ARTICLE XXIX

RECOMMENDATIONS FOR AWARDS AND DECORATIONS

- I. AWARDS COMMITTEE: A Committee of four (4) shall be established to review all recommendations for decorations and awards. Criteria for said awards and decorations is set forth below:

- II. COMMITTEE MAKE-UP: Said Committee shall be selected by Vernon Township PBA Local No. 285 for a term of two (2) years; the Chief acting as the Chairman. The Committee shall consist of two (2) Patrolmen, and two (2) Supervisors, each having a single vote. The Chairman of the Committee shall not vote except in a tie. Either the Chairman or the Vice-Chairman of the Police Committee may attend the awards hearing but shall have no vote on said recommendations. Said Committee shall meet when a recommendation for an award is made; four (4) members being present constituting a quorum. In the absence of the Chairman, a written recommendation shall be presented to him.

Majority vote shall prevail on all recommendations. After the nomination has been made and confirmed by the Committee, it shall then be brought before the Mayor and Township Council. The award shall then be presented to the Township Manager for placement on the Township Council agenda within a reasonable period of time. At the discretion of

the Awards Committee, the awards may be presented at official PBA functions, or official Township functions.

III. SCOPE AND PURPOSE: Proposed awards and decorations shall be used to publicly recognize and reward extraordinary, exceptionally meritorious, outstanding acts of heroism, or other acts of service which are above those normally expected.

IV. NOMINATIONS FOR AWARDS: Any member of the Vernon Township Police Department may recommend a fellow Officer, civilian, or volunteer for an individual award or decoration. Said recommendation shall be submitted in writing to at least two (2) members of the Awards Committee. All names of persons making recommendations shall be held in confidence, and not disclosed by the Committee, nor shall the vote of the Committee be disclosed, except when the person making the recommendation requests the outcome of the vote. This request shall be in the form of a written request.

All submitted nominations and recommendations shall state the nature of the recommended action and the time, approximate date of said action or deed, and the name(s) of the nominee(s).

V. INVESTIGATIONS OF RECOMMENDATIONS: All nominations and recommendations shall be promptly investigated and voted on within thirty (30) days of receipt of the nomination, the Committee vote being final on all voted items. The Committee shall investigate all recommendations for awards and shall have access to all reports and files

regarding the recommendation(s). In the event that a Committee member is recommended for an award, he/she shall be excused from voting.

VI. AWARDS:

1. **Medal of Honor (posthumous):** To any member of the Department killed in the line of duty.
2. **Medal of Honor:** To any member of the Department who performs an outstanding act in the line of duty at imminent personal risk, with hazard to life, with full knowledge of the risk and hazard involved.
3. **Live Saving Medals:** An act performed in the line of duty which through disregard of personal safety or prompt and alert action results in saving a life.
4. **Combat Cross:** To any member of the force who performs an individual act of heroism at imminent personal hazard in combat with an armed adversary.
5. **Gallantry Star:** For an act of distinguished achievement in the arrest of a person(s) who is a major threat to the welfare of the community and/or the Officer.
6. **Legion of Honors:** For an Officer receiving permanent injury in the line of duty, including arrest, wounds from a gun shot, traffic or fire accident, or hospitalization as a result of work related incident such as a heart attack, etc., thereby preventing him from further duty for a minimum of three (3) months.

7. **Exceptional Duty Medals:** For a highly creditable accomplishment bringing public acclaim to the Officer, the Department and the Police profession, as a result of training, devotion to duty, or public service.
8. **Honorable Service Medals:** A creditable act in the line of duty, which meets some requirements, but not all, for other medals, and is unusual in nature showing initiative and accomplishment.
9. **Educational Achievement:** Attaining a B.A. Degree toward a degree from an accredited college or university, and/or the introduction of a new method or device which is adopted to Departmental Administration or to improve tactical procedures.
10. **Veterans-Service Medals:** Members of Vernon Township Police Department who served in the United States Armed Forces during any of the below listed conflicts shall be entitled to wear a Veterans-Service Medal: WWII- 90 Days Service between 9/16/40 and 09/02/45; Korea – 90 Days Service between 06/23/50 and 07/27/53; Viet Nam – Service after 12/31/60 with 90 days Overseas Duty; Lebanon – 14 Days Service within the areas of hostilities between 09/26/82 and 02/26/84; Grenada – 14 Days Service within the areas of hostilities between 10/25/83 and 11/21/83; Panama – 14 Days Service within the areas of hostilities between 12/20/89 and 01/31/90; Operation Desert Shield/Storm – Service after 08/02/90 with 14 Days Service within the areas of hostilities.

11. **K-9 Commendation Award:** Awarded for successfully aiding and/or assisting to overcome any dangerous encounter through the coordinated team of Officer-master and dog.

12. **Civilian Awards:** Awarded for an act of aiding the Police in time of crisis, accident, or danger to a person or the community.

13. **Meritorious Service:** A highly unusual accomplishment under adverse conditions with some degree of hazard to life and limb to the nominee, or where death or injury to a third party is prevented.

14. **Wound Medals:** A wound received in the line of duty, inflicted intentionally by an armed adversary, resulting in severe puncture wounds, lacerations, fractures or concussion being suffered by nominee.

15. **Chief's Achievement:** An act or achievement by a Chief of Police, bringing public acclaim to the Department and the Police profession through programs to further Police efficiency or contributions to the welfare and advancement to the profession.

VII. **WEARING OF DECORATION:** All decorations shall be worn on the left breast, above the Police Shield in the order listed in this recommendation, the exceptions being the Medal of Honor and the Veterans-Service Medal, these being worn on the right breast above the pocket seam. All above awards may be given to a civilian upon special considerations by the Awards Committee.

VIII. **APPURTENANCE:** Appurtenance devises shall be worn as follows to indicate multiple awards:

Oak Leaf - Worn in Lieu of 2nd Multiple Award;

Silver Star - Worn in Lieu of 3rd Multiple Award;

Gold Star - Worn in Lieu of 4th Multiple Award;

Gold Cross - Worn in Lieu of 5th Multiple Award and for any Multiple thereafter.

All awards shall be purchased by the Police Department; however, any additional equipment needed to facilitate the wearing of said devices shall be borne by the wearer – One Thousand (\$1,000.00) Dollars contributed by the Police Department to defray cost.

IX. AWARD AND DECORATIONS DESCRIPTION:

1. Medal of Honor (Posthumously): Black Field with Gold Stars
2. Medal of Honor: Green Field with Gold Stars
3. Life Saving Medal: Red/White
4. Combat Cross: Green with Gold Trim
5. Gallantry Star: Blue/Red/Blue
6. Legion of Honor: Red/White/Blue
7. Exceptional Duty Medal: Orange with Gold Trim
8. Honorable Service Medal: Blue with Gold Trim
9. Educational Achievement: Green/White/Blue
10. Veterans-Service Ribbon:
 - WW II - Blue Field, White Stripes
 - Korea - Orange/Purple law enforcement/Green/Black
 - Viet Nam - Orange/Red Field, Black Stripes

Lebanon - Green/Yellow/Red/Brown/Blue

Grenada - Green/Yellow/Red/Brown/Blue

Panama - Green/Yellow/Red/Brown/Blue

Operation Desert Shield/Storm – Green/Yellow/Red/Brown/Blue

11. K-9 Commendation Award White/Orange/Black Stripes
12. Civilian Award - Plaque
13. Meritorious Service - Green/White/Blue Stripes
14. Wound Medal - Three (3) Green Stripes
15. Chief's Achievement - Three (3) White Stripes

X. AWARD PRESENTATIONS: All awards and decorations shall be presented to receiving members on date(s) and time(s) so determined by the Committee, this date and time not being delayed without good cause.

XI. RETROACTIVE POLICY: It is the policy of the Vernon Township Police Department to recognize certain exceptional performances; a once only retroactive policy shall be undertaken. This shall be done on an in-committee basis with no recommendations being needed.

XII. LETTERS OF COMMENDATION: The committee shall have the right to commend a Police Officer, civilian or volunteer in the form of a written commendation. Said written commendation to be investigated and presented in the same fashion as an award or decoration.

ARTICLE XXX

REPLACEMENTS

No full time Employee covered by this **AGREEMENT** shall be terminated and replaced by any non-Police Officer, part time or other personnel.

This **Article** shall not prevent the Township from using special Police or other Township Employees who perform functions related to the Police Department in accordance with the law.

ARTICLE XXXI

SEPARABILITY AND SAVINGS CLAUSE

- A. In the event that any of the provisions of this **AGREEMENT** shall be determined by a Court of proper jurisdiction to be invalid, such determinations shall not impair the validity or enforceability of the remaining provisions of this **AGREEMENT**.

ARTICLE XXXII

FULLY BARGAINED PROVISION

- A. This **AGREEMENT** represents and incorporates the complete and final understanding of the bargainable issues that were or could have been subject to negotiations. This **AGREEMENT** can be modified by a written amendment agreed to and executed by both parties and remains in full force and effect from January 1, 2005 until midnight, December 31, 2007, or until such time as a new **AGREEMENT** is executed.

ARTICLE XXXIII

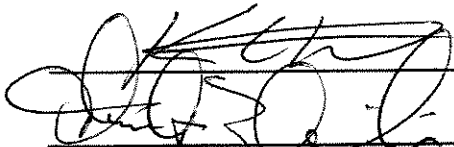
DURATION

A. This **AGREEMENT** shall be in full force and effect as of January 1, 2005 and shall remain in effect to and including December 31, 2007, without any reopening date. This **AGREEMENT** shall continue in full force and effect thereafter, until a successor Agreement is executed. Successor Agreement negotiations shall be controlled by New Jersey State Law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Vernon, New Jersey on this ____ day of _____ 2005.

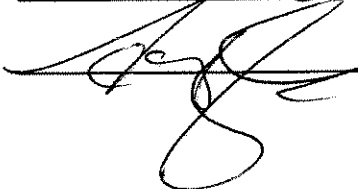
**NEW JERSEY STATE
PBA LOCAL NO. 285**

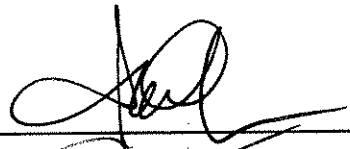
TOWNSHIP OF VERNON



Mick Burns

William Debnor





Don Tule

SCHEDULE "A"

Salary Scale

<u>Rank</u>	<u>Eff. 1/1/05</u>	<u>Eff. 1/1/06</u>	<u>Eff. 1/1/07</u>
Probationary Patrolman	\$43,688.00	45,463.00	47,253.00
Patrolman (Upon graduating Academy)	\$50,007.00	\$52,007.00	\$54,087.00
Patrolman (12 Months)	\$56,572.00	\$58,835.00	\$61,188.00
Patrolman (24 Months)	\$60,698.00	\$63,126.00	\$65,651.00
Patrolman (36 Months)	\$63,707.00	\$66,255.00	\$68,905.00
Patrolman (48 Months)	\$72,666.00	\$75,573.00	\$78,596.00
Sergeant	\$79,931.00	\$83,128.00	\$86,453.00
Lieutenant	\$87,926.00	\$91,443.00	\$95,101.00
Captain	\$96,718.00	\$100,587.00	\$104,610.00

SCHEDULE "B"

Salary Scale

<u>Rank</u>	<u>Eff. 1/1/05</u>	<u>Eff. 1/1/06</u>	<u>Eff. 1/1/07</u>
Probationary Patrolman	\$39,279.00	\$40,850.00	\$42,484.00
Patrolman (Upon graduating Academy)	\$44,963.00	\$46,762.00	\$48,632.00
Patrolman (12 Months)	\$50,865.00	\$52,900.00	\$55,016.00
Patrolman (24 Months)	\$54,575.00	\$56,758.00	\$59,028.00
Patrolman (36 Months)	\$63,707.00	\$66,255.00	\$68,905.00
Patrolman (48 Months)	\$72,666.00	\$75,573.00	\$78,596.00
Sergeant	\$79,931.00	\$83,128.00	\$86,453.00
Lieutenant	\$87,926.00	\$91,443.00	\$95,101.00
Captain	\$96,718.00	\$100,587.00	\$104,610.00

SCHEDULE "C"

BLUE SELECT BENEFIT DESIGN SUMMARY
 TOWNSHIP OF VERNON
 DEDUCTIBLE & CO-INSURANCE INFORMATION

GROUP # 89044
 COVERAGE CODE:
 B110/B111

	IN-NETWORK	OUT-OF-NETWORK
Hospital Co-insurance	100%	80% of first \$2,000, then 100%
Physician Co-insurance	100%	80% of first \$2,000, then 100%
Co-pay for Physician Office visits	\$10	N/A
Supplemental Services Co-insurance (Major Medical)	Not Applicable	80% of first \$2,000, then 100%
Annual Deductible	None	\$100 / person \$200/family aggregate
Stop-loss	None	\$2,000 (Pays 80% of First \$2,000, then 100% then remainder of calendar year)

COVERED SERVICES

Inpatient

Hospital Services

365 days for general conditions, including maternity. Includes semi-private room, operating room, intensive care unit, hospital ancillary services.

Outpatient

Diagnostic x-ray/lab, physical therapy, therapeutic x-ray, surgery, treatment of accidental injury and medical emergencies.

Professional Services

Inpatient

Surgery, medical care, obstetrical services

Outpatient

Diagnostic x-ray/lab. Physical therapy