

AGREEMENT

BETWEEN

THE BOROUGH OF LODI

AND

**THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 26
(LODI UNIT)**

JULY 1, 2005 THROUGH JUNE 30, 2009

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PREAMBLE

This **AGREEMENT**, made by and between the **BOROUGH OF LODI**, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer", and **THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 26**, (*Lodi Unit*) hereinafter referred to as the "**PBA**";

WHEREAS, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1

EMPLOYEES' BASIC RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Employer hereby agrees that every employee shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

B. The Employer further agrees that it shall not discriminate against any employees with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, collective negotiations with the employer or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE 2

EXCLUSIVITY OF ASSOCIATION REPRESENTATION

A. The employer agrees that it will not enter into any contract or Memorandum of Agreement with any one but the recognized Association (*PBA Local 26, Lodi Unit*) only with regard to the categories of personnel covered by the said Memorandum of Agreement during the terms of this Agreement.

ARTICLE 3

AGENCY SHOP

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of the initial employment within the unit, and any permanent employee previously employed, within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment pay a Representation Fee to the Union. The Representation Fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified by the Union. The Union may revise its certification of the amount of the Representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

ARTICLE 4

EXISTING LAWS

A. The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

ARTICLE 5

ASSOCIATION RECOGNITION

A. The employer recognizes PBA Local 26 (*Lodi Unit*) only as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all employees employed by the employer's Police Department except those employees specifically excluded herein, Police Director or Chief, and all non-police employees.

B. The term "Police Officer" or "employee" as used herein shall be defined to include the plural as well as the singular and to include females as well as males, and shall apply to members of the police force covered by this Agreement.

C. The employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political affiliation.

D. The employer and the Union agree that all Employees covered under the 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 employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 6

ASSOCIATION REPRESENTATIVES

A. The employer recognizes the right of the Association to designate Representatives within the Department and alternates for the enforcement of this Agreement, provided they are members of the Lodi Police Department or their attorneys.

B. The Association shall furnish the employer in writing the names of the representative and the alternates and notify the employer of any changes.

C. The authority of the representative and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities.

- 1.** The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- 2.** The transmission of such messages and information which shall originate with, and are authorized by the Association and its officers.

D. The designated association representatives shall be granted time with pay during working hours to investigate and seek to settle grievances but not including disciplinary matters. The Police Director or Chief shall grant reasonable time for the aforesaid activities, and to attend negotiating sessions and all other meetings or sessions which might affect the rights and/or obligations of any member.

ARTICLE 7

RIGHTS OF EMPLOYEES

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

B. The security of the community depends to a great extent on the manner in which Police Officers perform their duty, and their employment is thus in the nature of a public trust.

C. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

D. Out of these contacts may come questions concerning the actions of the members of the force.

E. These questions may require investigation by superior officers designated by the Police Director or Chief and the governing body.

F. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (1)** The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed. *(if any time is lost, the member of the force shall be compensated)*. When it arises out of a work situation or police matter, interrogation shall be handled on Borough time.
- (2)** The interrogation shall take place at a location designated by the Police Director or Chief. Usually it will be at police Headquarters or the location where the incident allegedly occurred.
- (3)** Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so

informed at the initial contact.

- (4) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
- (5) The members of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- (6) The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer at the request of the member or interrogator. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.
- (7) If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

ARTICLE 8

DATA FOR FUTURE BARGAINING

A. The employer agrees to make available to the Association all relevant data the Association may require to bargain collectively, which data shall be contained in the official records of the Borough.

B. The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.

C. The Borough shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

ARTICLE 9

SALARIES

A. The base pay for all employees covered by this contract shall be as set forth in Appendix A annexed.

B. All employees currently on staff as of the date of the signing of this contract shall be entitled to step movement on July 1 of each year succeeding the year in which the employee was appointed. All employees currently on staff as of the date of the signing of this Agreement will therefore advance six (6) months earlier than they would have advanced under the Step movement procedure in the proceeding contract.

C. Employees having completed seventeen (17) years of service would be entitled to said benefit. The benefit would be an increase in the base pay rate by an amount equal to one-half ($\frac{1}{2}$) the difference between the Employee's then current base rate and the next higher rate of pay. For example, a Patrolman having completed seventeen (17) years of service would receive a Patrolman's pay expanded by one-half ($\frac{1}{2}$) the difference between the Patrolman's base rate and the Sergeant's base rate of pay. This procedure for calculating **Senior Officer Differential** as an expansion of base pay shall be calculated for each rank differential in the salary structure. Captains shall be paid a Senior Officer Differential which is calculated by averaging the percentage value of Senior Officer Differentials between all other ranks (*Patrolman to Sergeant, Sergeant to Lieutenant, and Lieutenant to Captain*).

ARTICLE 10

WORK DAY, WORK WEEK AND OVERTIME

A. The normal work day tour shall be eight (8) hours, which shall include forty-five (45) minutes in addition to fifteen (15) minutes coffee break prior to the meal period and a

fifteen (15) minute coffee break subsequent to meal time per day, which shall be taken pursuant to present practice including the obligation to respond to all calls.

B. The present work schedule and method of selecting RDO's shall continue in full force and effect during the term of this Agreement.

C. The normal work day shall be based upon the utilization of a three squad system which shall function for eight (8) hours for each squad during a twenty-four (24) hour day.

D. Overtime shall be paid by the following rules: It shall be paid as paid overtime compensation (*time and one-half the straight time hourly rate*).

Effective with the signing of this contract, or as soon thereafter as is possible, the parties agree to implement a 12 hour work day work schedule. The 12 hour work schedule shall be on a 3/2 sequence as detailed on Appendix C annexed.

ARTICLE 11

HOURLY RATE

A. To compute the base hourly rate for overtime for other purposes, the Employee's established base salary shall be divided by 2080 hours.

ARTICLE 12

COURT TIME

A. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Police Officer covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior court, Grand Jury proceeding, or other courts or Administrative Bodies.

B. All such required court time shall be considered as overtime and shall be compensated at time and one-half.

C. When a Police Officer covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled, provided, however, that such travel time shall be computed between the Employer's police headquarters and the pertinent court or administrative body.

D. The amount of overtime to which a Police Officer may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time, provided, however, that the Employee's entitlement to overtime under this Article shall not be less than three (3) hours of overtime pay so long as court time is not contiguous with the regular day, that is, the court appearance does not continue into the regular tour of duty.

ARTICLE 13

TRAINING PAY

A. The employer agrees to compensate all Police Officers covered by this

Agreement at time and one-half rate for attending training courses on their own time which courses are state or municipality mandated or approved.

ARTICLE 14

RECALL

A. Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of four (4) hours work or pay in lieu thereof.

ARTICLE 15

PRIORITY FOR OVERTIME

A. Overtime for regularly scheduled shifts and details will be offered in an order of preference based upon a rotating seniority roster.

B. The purpose of this section is to equalize overtime among employees and same shall not be defeated by the employer's selection of special persons within the unit for special details as set forth herein.

C. The language of this Article is meant to apply to the current practice that it is applicable to departmentally ordered overtime only. Extra duty work is not covered by this Article.

ARTICLE 16

SHIFT CHANGES

A. The employer agrees that it will not unreasonably adjust shifts so as to avoid overtime payment to employees covered by this Agreement and shift changes shall not occur without giving affected employees seventy-two (72) hours notice.

B. The employer agrees that is will not unreasonably deny two (2) employees who mutually agree to switch shifts, within the same rank or position.

C. The employer agrees to give employees in the patrol division an opportunity to switch shifts once per year with such change taking place on January 1. The employee shall submit a request the chief of Police between November 1, and November 15 of the calendar year. The Chief of Police will then post a list of shift assignments by December 1. Seniority shall prevail and be the sole requirement for shift assignments, when a non rotating (fixed) schedule is utilized.

D. Employees shall be permitted to mutually exchange tour(s) of duty with other members of the Bargaining Unit provided such is done with the approval of the Chief of Police or Tour Commanders.

ARTICLE 17

LONGEVITY

In addition to all wages and other benefits, each employee shall be entitled to longevity payment which shall be paid at the rate of two (2%) percent of base salary for every four years of service based upon the employee's current base salary, with a maximum of twelve (12%) percent.

ARTICLE 18

UNIFORMS

A. Each new employee shall receive from the employer, free of charge in lieu of a clothing allowance, a complete uniform. Annexed hereto as Appendix B is the complete uniform list.

B. Thereafter, the employer will pay each employee, the sum of Five Hundred Fifty (\$550.00) Dollars per year as a clothing and maintenance allowance which shall be payable in January of each year.

C. This payment shall be made to plain clothed as well as uniformed employees.

D. If the employer decides to change the uniform or any part thereof, it shall provide to each employee, free of charge, any such changed items.

E. Utilization of Section D shall not diminish the clothing allowance set forth in this Agreement except if a complete new uniform is issued in any calendar year.

F. Any employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the employer, with the approval of the Police Director or Chief, except which such damage is caused by the negligence of the employee.

G. Any such payments made under Section F shall be in addition to the employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the Employee within thirty (30) days of reporting same.

H. In addition, the employer shall purchase and furnish a new Officer one hand gun

which shall be in reasonably satisfactory condition. Said gun shall be returned to the employer upon the termination of the Officer's employment.

ARTICLE 19

PBA REPRESENTATION

A. The employer agrees to grant the necessary time off without loss of pay to one member of the PBA or his alternate selected by the members of the PBA as delegate to attend any State or National Convention of the New Jersey Policemen's Benevolent Association. Further, the employer agrees to grant the necessary time off without loss of pay to the PBA representative duly designated as the State delegate to attend the monthly State PBA meeting, Bergen County Conference Meetings and Conventions. It is the intent of the parties to fully comply with the provisions of N.J.S.A. 40A:14-177.

ARTICLE 20

VACATIONS

A. The Vacation Allowance shall be as follows for Officers and Supervisors:

1 to 4 years of service	11 working days
Start of 5th year of service	15 working days
Start of 10th year of service	20 working days
Start of 15th year of service	25 working days
Start of 20th year of service	30 working days

B. When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year at the approval of the Police Director or Chief.

C. If an employee is on vacation and becomes sufficiently ill so as to require hospitalization for four (4) days or more, he may have such period of illness and post-hospital recuperation period charged against sick leave at his option upon proof of hospitalization and physician's certificate.

D. No employee who is on vacation shall be recalled except in a case of full mobilization of the Department by the Police Director or Chief, to meet a clear and present danger confronting the Borough.

E. Vacation shall be selected on a rotating seniority basis which shall be established by the Department. Vacations are to be selected and posted within the schedule pursuant to present practice.

F. Vacation shall be pro rated during first year of service.

ARTICLE 21

HOLIDAYS

A. Each employee shall be compensated with Thirteen (13) paid holidays per year to be utilized in the same calendar year unless the Chief permits them to be carried over. Holiday time off shall be at the employee's sole discretion subject to prior departmental approval.

B. If the Governing Body declares, not through collective negotiations, any other day to be a holiday in addition to the thirteen (13) holidays set forth herein, employees shall be entitled to such holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day
13. Martin Luther King Day

C. Each employee covered by this Agreement shall have the individual option to sell

back to the employer up to 24 hours per calendar year. If the employee elects to sell said holidays back to the employer then said employee shall receive paid compensation equivalent to such holidays as are sold back calculated at the overtime rate and those "sold" holidays will be deducted from the employee's existing days left. If the employee elects to sell back up to 24 hours then notice shall be given to the employer not later than May 1 of the calendar year. Where such election is made by the employee, the employer shall pay the employee the appropriate amount within ninety (90) calendar days of said notice. The remaining holidays may be sold back at the straight time rate to be paid December 1st. If the employee elects to sell holidays to the employer then said employee shall receive paid compensation as provided above and the sold back holidays shall be deducted from the employee's existing days left. If the employee elects to sell back any holidays then notice shall be given to the employer not later than July 1 of the calendar year.

D. The parties agree to form a holiday benefit committee for the purpose of examining the benefit and to consider proposals and counter proposals, and bringing back such agreements as may be made to their respective principals for ratification. Committee subjects shall include, but not be limited to, holiday accumulation, holiday utilization, accountability, buy back, etc.

ARTICLE 22

SICK LEAVE

A. The present practice and policy with regard to accumulated sick leave time, whereby each employee is entitled to fifteen (15) days per year for calculation purposes, shall continue in full force and effect.

B. In addition to the foregoing, and in accordance with the provisions of law governing sick leave for Police Personnel contained in N.J.S.A. 40A:14-137, every officer shall be granted up to one (1) year sick leave, not related to accumulated sick days which are hereby expressly authorized.

C. If an officer is out sick for more than seven (7) days, or injured and under doctor's care he will not be required to remain in his home if the doctor feels it is not necessary for his recuperation; but he will let the Desk Officer know where he can be reached. The Department Head may direct the employee to the Borough designated Physician for an opinion as to the eligibility of the employee to be absent from work.

D. If an officer lives alone or becomes ill or injured while not at home , he will notify the Desk Officer as to where he will be staying.

E. Sick leave may be used by an Officer for personal illness or injury or a member of his family or household which requires his attendance upon the person who is ill or injured or which requires his being quarantined by a physician because of a disease which is certified by the local Health Department of the jurisdiction where the Officer resides as being a contagious disease. Sick leave is hereby defined to mean absence from post or duty because of illness, accident or exposure to a contagious disease requiring isolation.

F. Notwithstanding any of the above provisions, the employer reserves the right to have an Officer examined by a physician, designated by the employer after a period of ninety (90) days from the date of his disability if the Officer is disabled and the likelihood of the officer being able to return to duty is questionable based on the determination of the Borough Manager, Police Director or Chief.

G. If the physician appointed by the employer to examine the disabled officer determines that the Officer will never be able to return to duty, the officer or his legal guardian shall be required to apply for disability retirement in accordance with the provisions of either the Police & Fire Retirement System.

H. Habitual absenteeism or tardiness may be cause for discipline.

I. Any Employee who calls in sick to engage in outside employment shall be subject to disciplinary action.

J. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but not later than one hour prior to the start of the scheduled work shift from which he is absent barring extenuating circumstances. Failure to so notify the Department Head or his designated representative may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action. An employee who is absent for five (5) consecutive days or more and who does not notify the Department Head or some other reasonable representative of the Borough on any of the first five (5) days may be subject to dismissal barring extenuating circumstances.

ARTICLE 23

WORK INCURRED INJURY

A. Where an employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such employee at full pay, during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the employer.

B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the employer may reasonably require employees to visit the Borough's designated Physician.

C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the employer or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, or, if there is an appeal therefrom, by the final decision of the last reviewing court shall be binding upon the parties.

D. For the purpose of this Article, injury or illness incurred while the employee is acting in any employer authorized activity, shall be considered in the line of duty.

E. Employees who are injured while working must make a report within a reasonable period of time thereof to their Department Head.

ARTICLE 24

BEREAVEMENT LEAVE

A. All permanent full-time Employees covered by this Agreement shall be entitled to three (3) days leave with pay from the day of death or day of the funeral of a member of his immediate family.

B. Immediate family shall include spouse, children, parents, brothers, sisters, grandparents and grandchildren of employee or spouse.

C. One day of bereavement leave, day of burial, shall be added in the case of the death of an uncle, aunt, nephew or niece.

D. Such funeral leave shall not be charged against the employee's vacation or sick leave.

E. Any extension of absence under this article, however, may be at the employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

F. Reasonable verification of event may be required by the employer.

ARTICLE 25

LEAVE OF ABSENCE

A. All permanent full-time employees covered by this Agreement may be granted a leave of absence without pay for a period of six (6) months.

B. The employee shall submit in writing all facts bearing on the requests to the Police Director or the Chief who shall append his recommendations and forward his request to the Borough Manager.

C. The Borough Manager shall consider each request on its merits and without establishing a precedent. The employer will not unreasonably deny any employee's request for a leave of absence.

D. This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the employer. Normally, it shall be granted only when the employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

E. At the expiration of such leave, the employee shall be returned to the position from which he is on leave.

G. Seniority shall be retained.

ARTICLE 26

MEDICAL COVERAGE

A. (1) The employer will continue to provide and pay for the existing medical coverage.

(2) In addition to the coverage for active members, the employer shall provide the same medical plan, including family plan if applicable, as was provided to such retired employee on the last day of active service for the employer. This extended coverage shall apply until equivalent coverage is available to the employee, at no cost to him/her, through other employment or until the retired employee shall qualify for Medicare coverage. In such latter case, the coverage to be provided shall be as set forth hereafter. In the case of a retired employee who shall be entitled to Medicare coverage, such Medicare coverage, per Federal regulations, shall be primary and the coverage to be provided by employer shall be in conjunction with such Medicare coverage so that the total medical coverage benefits, including Medicare and the coverage provided for herein, which the retired employee would have had he/she not retired would not be diminished. For purposes of this Section, a retired employee shall be one who qualifies for a service retirement or an accidental disability retirement under the Police and Firemen's Retirement System in effect as of July 1, 2000. An employee who qualifies for such a disability retirement who is restored to duty or is otherwise disqualified from continuing pension benefits pursuant to the Police and Firemen's Retirement System, shall no longer be entitled to the coverage supplied by the employer pursuant to this Section.

B. The employer will maintain the presently effective full family dental program for each employee covered by this Agreement. Annexed hereto as **Exhibit 1**.

C. The employer will maintain the currently effective family prescription program

(\$1.00 co-payment) for each employee covered by this Agreement. Annexed hereto as Exhibit 2.

D. All increases in premiums during the term of this Agreement shall be born entirely by the Employer.

E. The employer will provide, at its expense, the influenza inoculations to be given to all officers by the Employer.

F. The employer shall provide an eye care program as is defined at **Appendix B** annexed.

G. The parties agree that there shall be no changes in future medical coverages until there has been negotiation on the subject. The employer shall provide advanced notice of any intended change together with sufficient information so that the PBA can evaluate said proposed change. The PBA shall then promptly meet and negotiate with the public employer as to the proposed change.

H. The employer shall provide for **Hepatitis B** inoculations for employees in the bargaining unit.

ARTICLE 27

INSURANCE

A. The employer will either indemnify or will continue to provide existing insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy.

B. The employer will also pay the reasonable fees of any attorney selected by said employee, or any body, and interest on the judgment which any employee may be charged or obligated to pay as a result of any civil and/or criminal charges against the employee by reason of their performance of his duties for the employer as required by statute.

ARTICLE 28

LIFE INSURANCE

A. The employer will provide, at its own expense and cost and without cost to the employee, a life insurance policy in the face amount equal to two times each employee's base salary.

ARTICLE 29

BULLETIN BOARD

A. The employer will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

B. The bulletin board shall be for the use of the Association for the 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 and the Police Director or Chief.

D. The Director or Chief shall not unreasonably withhold permission for posting.

ARTICLE 30

CEREMONIAL ACTIVITIES

A. In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the employer will permit at least two (2) uniformed Police Officers of the Department to participate in funeral services for the deceased officer.

B. Subject to the availability of same the employer will permit a department police vehicle to be utilized by the members in the funeral service.

C. Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Police Director or Chief or the Borough Manager but without setting a precedent.

ARTICLE 31

LEGAL EXPENSES

A. If an officer is charged with violation of the law as a result of acts committed by him in the course of performing his duties, the officer shall select an attorney to provide legal service to defend him, which attorney shall be reasonably satisfactory to the Employer, in accordance with the provisions of N.J.S.A. 40A:14-155. The PBA shall submit a list of three (3) attorneys from which the public employer shall select one.

B. Officers shall also be permitted to retain an attorney to defend a civil action to which he is a party as a result of an act committed by him during the course of performing his duty.

ARTICLE 32

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 Police Director or Chief.

B. A member of the Police Department may, by appointment, review his personal file and this appointment for review must be made through the Police Director or the Chief.

C. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. The employee shall be given two (2) weeks from date he initials and dates material to be placed in his file to rebut.

D. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

ARTICLE 33

MILITARY LEAVE

A. Where any employee is a member of the National Guard, Air National Guard, or a reserve unit of any of the Armed Forces of the United States and is required to engage in field training and to attend meetings, he shall be granted a military leave of absence with pay for the period of such training or meeting. Such paid leave of absence shall not affect his vacation.

B. When the Officer has been called to active duty or inducted into the military, air or naval forces of the United States, he shall be granted an indefinite leave of absence without pay and his seniority shall continue for the duration of such military service. Such officer must be reinstated without loss of privileges of seniority, provided he receives an honorable discharge and he reports for duty with the Borough within ninety (90) days following his honorable discharge from military service.

ARTICLE 34

PENSION

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

B. The employer will pay to the appropriate Police Retirement Fund all amounts which the fund will accept to account for any payments made to employees pursuant to this Agreement.

C. It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

ARTICLE 35

GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutual satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purpose of this Agreement, the term "grievance" means any complaint, or any difference or dispute between the Borough and any employee with respect to the interpretations, application, or violation of any of the provisions of this Agreement or any rule, regulation, procedure or practice.

B. The procedure for settlement of grievances shall be as follows:

(1) **STEP ONE**

In the event that any employee covered by this Agreement has a grievance, then within thirty (30) working days the grievance shall be presented in writing to the Police Director or Chief, with a copy going to the Borough Clerk. The Director or Chief shall render a decision within ten (10) working days after the grievance was presented to him.

(2) **STEP TWO**

If no satisfactory resolution of the grievance is reached at Step One, then within ten (10) working days the grievance shall be presented in writing to the Manager who shall render a decision within ten (10) working days after the grievance was first presented to them.

(3) **STEP THREE**

If no satisfactory resolution of the grievance is reached at Step Two, then within ten (10) working days the grievance shall be presented to the Borough council. The council shall render a decision within ten (10) working days after the grievance was first presented to them.

(4) ARBITRATION

- (a)** If no satisfactory resolution of the grievance is reached at Step Three then within ten (10) working days the grievance shall be referred to PERC for the selection of an arbitrator to decide the issue or issues. The decision of the arbitrator shall be final and binding upon the parties.
- (b)** The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- (c)** The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

ARTICLE 36

SAVINGS CLAUSE

A. If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members 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 the impact of such invalid provision consistent with law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13a-16 et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE 37

OFF DUTY POLICE ACTION

A. Since all Police Officers are presumed to be subject to duty twenty-four hours per day, the parties agree to the following:

- 1.** Any action taken by a member of the force on his time off, which would have been taken by an Officer on active duty of present or available, shall be considered police action, and the employee shall have the rights and benefits concerning such action as if he were then on active duty. The within clause does not apply to approved secondary employment which may be handled by employees covered by this Agreement.

- 2.** Recognizing that the employer and its residents benefit from the additional protection afforded them by armed off-duty Police Officers, and further recognizing the weighty responsibility and hazards confronting such armed off-duty Police Officers, the employer agrees to pay such employees an additional sum to be added to the regular and periodic payments the employees receive on the following amount: one (\$1.00) Dollar per year for off-duty time.

ARTICLE 38

AMENDMENT OF LAW

A. Any provision of this Agreement requiring State Legislative action to permit its implementation by amendment of law shall not be effective until the appropriate State bodies have acted.

ARTICLE 39

MILEAGE ALLOWANCE

A. Whenever an employee shall be required to use his personal vehicle in any job connected capacity or authorized by the Police Director or Chief, he shall be entitled to an allowance of 41.5¢ per mile.

ARTICLE 40

MATERNITY LEAVES

Female Police Officers shall advise the employer in writing of a pregnancy. The rights of a female police officer shall include but not be limited to the following provisions:

1. The female police officer shall be permitted to work as a police officer so long as such work is permitted by a doctor's note. The female police officer's assignments shall be at the discretion of the Chief of Police. The doctor shall be a physician of the female police officer's own choosing.

2. In addition to the other provisions of this Article, the female police officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.

3. In addition, a female employee with one (1) year or more of service shall be granted, on 30 days written notice, maternity leave without pay for up to six (6) months duration and shall be returned to work without loss of prior seniority, or prior benefits, provided that she notifies the Chief of Police in writing no later than after three (3) months of leave that she intends to return to work.

4. The female police officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes.

5. Upon return to active duty status, the female police officer shall be entitled to be placed in the same position which she held before departing on maternity leave.

Male Police Officers shall be permitted to use ten (10) days of accumulated sick time, compensatory time off and any other time benefits following the birth of their child.

When the wearing of a uniform is no longer practical, the employee shall be reassigned to non-uniformed duty and permitted to dress in appropriate civilian attire.

ARTICLE 41

SAFETY AND HEALTH

A. The employer will comply with all safety and health statutes and other safety and health regulations so as to maintain existing working conditions at a safe level for all employees.

B. Every employer shall furnish a place of employment which shall be reasonably safe and healthful for employees. Every employer shall install, maintain and use such employee protective devices and safeguards including methods of sanitation and hygiene and where a substantial risk of physical injury is inherent in the nature of a specific work operation shall also with respect to such work operation establish and enforce such work methods as are reasonably necessary to protect the life, health, and safety of employees with due regard for the nature of the work required.

ARTICLE 42

PERSONAL DAYS

A. Each employee shall be entitled to five (5) personal days per year which are cumulative to the next succeeding year pursuant to present and past practice.

B. For the purpose of this article, an employee shall not be required to advise his superior of the reason for the personal leave day. Employees shall give the Chief of Police forty-eight (48) hours notice if their request to take a personal day where such notice is practicable. In any event, the employee shall give the Chief all possible notice if emergent circumstances make 48 hours notice impossible. The Chief shall not unreasonably deny permission to take a personal day. The parties recognize that manning considerations or emergency conditions may lead to a denial of personal leave. However, the required use of overtime for coverage shall not be a basis for denial of personal leave.

C. Personal leave days for persons working the twelve hour shift shall be controlled by schedule C attached.

ARTICLE 43

YEARLY CALENDAR

A. Except as otherwise modified by this Agreement the present calendar shall remain in full force and effect as shall the method of selection of days off.

ARTICLE 44

NO WAIVER

A. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

B. This Agreement is not intended and shall not be construed as a waiver thereof of any right or benefit to which the employees or employer herein are entitled by law.

ARTICLE 45

UNIFORM REGULATIONS

A. While the parties agree that a full and complete uniform and the use thereof by the employee has an affirmative impact upon an Officer's image, it is recognized that the use of the police hat while riding in a patrol vehicle can cause inconvenience and discomfort to the employee. The parties, therefore, agree that an employee may remove his uniform hat while riding in an official patrol vehicle.

B. Seasonal changes of uniform will take place on May 1 with the change to a summer uniform (short sleeves). The next change will then occur on September 30 with the change to winter uniforms (long sleeves).

C. Employees covered by this Agreement shall be permitted to use Departmentally approved light weight jackets with summer uniforms (short sleeve shirt).

D. A seasonal change from neck tie to the department approved turtle neck shirt will take place on December 1st of each year. A return to the neck tie shall take place on April 1st of each year.

ARTICLE 46

POLICE VEHICLES

A. All police vehicles purchased after the execution of this Agreement shall have the standard police package and the employer will make every effort to keep such equipment in good state of repair.

ARTICLE 47

SENIORITY

A. Traditional principles of seniority shall apply to employees covered by this Agreement. Such principles shall apply to lay off, recall and other similar acts. Seniority is defined to mean the accumulated length of service with the Department. Time in service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Borough designated physician, if any, or any physician mutually acceptable to the parties.

ARTICLE 48

IN-SERVICE TRAINING

A. Members of the unit may attend in-service training courses during the calendar year. The determination of which members shall attend and which in-service training courses they shall take, if any, shall be made by the Director or Chief. The Director's determination shall be reasonable and his determination shall be subject to review by the Police Director or Chief.

B. Each member of the Department attending school pursuant to Section A above, shall be reimbursed for all expenses, which shall include a sum not to exceed Ten (\$10.00) Dollars for a meal per day.

ARTICLE 49

JOINT PBA - MANAGEMENT COMMITTEE

A. A committee consisting of the Borough Manager or his designee and a committee representing the PBA shall be established for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

B. The purpose and intent of such meetings is to foster good employment relations through communications between the employer and the PBA on such matters.

- (1)** Discussion of questions arising over the interpretation and application of this Agreement;
- (2)** Disseminating general information of interest to the parties;
- (3)** Giving PBA representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit;
- (4)** The promotion of education and training;
- (5)** The elimination of waste and the conservation of materials and supplies;
- (6)** The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

ARTICLE 50

PAST PRACTICE CLAUSE

A. The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of Borough of Lodi Police Officers, which benefits, rights, duties, obligations, 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 the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

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

ARTICLE 51

MISCELLANEOUS PROVISIONS

A. When an officer has worked overtime during any given week, the Superior Officer in charge of that tour shall submit a record of such overtime to the Chief's Office which will then submit same to the Treasurer's office for payment to said officer.

B. Time of Payment - Payment for overtime shall, if practicable, be made in the next paycheck following the overtime work.

C. 1. Upon retirement, or death during employment, each officer shall receive a lump sum cash payment as supplemental compensation for the full amount of earned and unused accumulated sick leave days, up to a maximum of one year (*220 working days exclusive of vacation, holidays and personal days*), which is credited to him on the effective date of his retirement.

2. The retiring employee shall have the sole option to have the said employee's benefit paid out in up to three payments over a period of up to eighteen (18) months. Money held by the public employer during this period would not be at interest.

3. All persons with an effective hire date after January 1, 1992 shall receive no more than twenty-five (25%) percent of their then current annual salary as a cash payment upon retirement or death during employment as supplemental compensation for the full amount of earned and unused accumulated sick leave days. Each employee hired after January 1, 1992 shall be permitted the option to sell back up to ten (10) sick days per year to be paid in the first payroll following December 1, of said year. Where such option is to be exercised the employer shall be advised by November 1 of said same year.

D. The established annual salary shall mean base salary plus, Senior Officer Differential where applicable plus longevity pay.

E. Members appointed to the department after July 1st of the year shall be considered to have been appointed as of July 1st of that year for the purpose of determining salary benefits, longevity, vacations, increments, and all other fringe benefits. This clause in no way effects the seniority rights of any member. Seniority rights shall be determined by the actual appointment.

F. Payment for vacation periods shall be made on the established payday of the week prior to the Officer's starting his vacation.

G. Hardware items such as hand guns if damaged in the line of duty, holsters, handcuffs and cases, night sticks, safety helmets, badges, and mace, shall be purchased and supplied by the employer and replaced if not in working order or in poor condition.

H. The employer shall have the right to utilize a twice monthly (15th and 30th) payroll. If the 15th or 30th falls on a Saturday, Sunday, or holiday, the payroll shall be paid on the preceding Friday.

ARTICLE 52

OUTSIDE EMPLOYMENT ACTIVITIES

A. Officers shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty.

B. It is understood that the full time Officers will consider their position with the Borough as their primary employment. Any outside employment or activity must not interfere

with the Officer's efficiency in his position with the Borough and must not constitute any conflict of interest.

C. No Officer planning to or engaging in any outside employment or activity during their off-duty hours shall be permitted to wear the regulation uniform without permission of the Police Director or Chief.

D. All outside employment shall be listed with the Police Director or Chief. The information provided to the Police Director, or Chief, shall include the outside employer's name, address and the Officer's work schedule.

ARTICLE 53

POLICE SERVICES

All requests for services of Police Officers while off duty that may be addressed to the public employer shall be forwarded to the Police Department for posting. The public employer agrees to require a Police Officer on all contracting jobs done within the Borough where there is a road opening involved. Any time there is a road opening or significant street repair as determined by the Chief of Police or his designee, the Employer agrees to require as a condition of the letting of the job that the contractor agreed to provide at least one (1) Police Officer to provide public safety and security at the location of the work site.

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 55

TERM OF CONTRACT

The term of this Agreement shall be from July 1, 2005 through June 30, 2009 or until such time as a successor Agreement is executed.

WITNESS:

BOROUGH OF LODI:

WITNESS:

PBA LOCAL 26 (Lodi Unit)

**APPENDIX A
SALARY SCALE**

	Effective 07/01/05	Effective 07/01/06	Effective 07/01/07	Effective 07/01/08
ENTRY	\$29,890	\$31,085	\$32,329	\$33,622
1st Six Months				
2nd Six Months	\$43,340	\$45,074	\$46,876	\$48,752
STEP 1	\$52,618	\$54,722	\$56,911	\$59,188
STEP 2	\$61,897	\$64,373	\$66,947	\$69,625
STEP 3	\$71,174	\$74,021	\$76,982	\$80,062
STEP 4	\$80,453	\$83,671	\$87,018	\$90,499
STEP 5 (MAXIMUM)	\$89,737	\$93,327	\$97,060	\$100,942
SERGEANT	\$95,177	\$98,984	\$102,943	\$107,061
LIEUTENANT	\$100,614	\$104,638	\$108,824	\$113,177
CAPTAIN	\$106,054	\$110,296	\$114,708	\$119,296

APPENDIX C

**TWELVE HOUR SHIFT
THREE/TWO SCHEDULE**

A duty day for each police officer working the 3/2 schedule shall consist of the following:

1. Each work day shall consist of twelve (12) hours.
2. Each work day will provide for one (1) forty-five (45) minute meal period and three (3) fifteen (15) minute breaks.
3. Each officer shall have a minimum of at least eight (8) hours off before and after assigned shift.
4. The work week will be as follows:

<u>MON.</u> OFF	<u>TUE.</u> OFF	<u>WED.</u> WORK	<u>THUR.</u> WORK	<u>FRI.</u> WORK	<u>SAT.</u> OFF	<u>SUN.</u> OFF	OFF	OF
						F		
<u>MON.</u> WORK	<u>TUE.</u> WORK	<u>WED.</u> WORK	<u>THUR.</u> OFF	<u>FRI.</u> OFF	<u>SAT.</u> WORK	<u>SUN.</u> WORK	W	ORK

5. The 3/2 schedule twelve (12) hour duty days calls for a total of 2,190 hours to be worked by each member. The current agreement between the Borough and PBA #26 requires each member to work 2080 hours per year at straight time, the Borough agrees to give back to each member 110 hours in compensatory bank time per year so that each member will continue to work 2080 hours per year.

WORK SCHEDULE

Shift Schedule: Members shall pick either day or night shift based on their preference in seniority if and when a non-rotating shift schedule is implemented. The 3/2 schedule shall consist of two (2) platoons, each with two (2) shifts; each shift shall be twelve (12) hours in duration. When platoon A is working Platoon B shall be off:

Day shift	0600-1800 hours
Night shift	1800-0600 hours

Example: Assuming 28 officers assigned to Patrol Bureau:

A Platoon
Day Shift = 7 Officers
Night shift = 7 officers

B Platoon
7 Officers
7 Officers

Other bureaus within the department not utilizing the 3/2 schedule shall meet with the Chief of Police or his designee to determine shift scheduling for their respective bureau.

MANNING AND SHIFT SELECTION

Number of Men assigned to each shift: The number of men on any shift will be determined by the Chief of Police or his designee using current department rules, regulations, department needs and current crime statistics.

VACATION TIME

Each member working the 3/2 schedule shall receive the vacation allowance as Article 20 and present practice will remain in effect.

8 hr. - 12 hour
Day conversion allocation

1 to 4 years of service 11 days - 88 hours

Start of 5th year of service 15 days - 120 hours

Start of 10th year of service 20 days - 160 hours

Start of 15th year of service 25 days - 200 hours

Start of 20th year of service 30 days - 240 hours

HOLIDAYS

Each member working the 3/2/ schedule shall receive the following holiday time off per year:

Thirteen (13) 8 hour days off

Each member shall use fifty-two (52) hours of compensatory time off per year added to the above holidays so that each member will then receive:

Thirteen (13)

12 hour days off

Each member shall be allowed to sell back two (2) twelve (12) hour days at time and one-half in accordance with Article 21. In addition each member will also have the option to sell back all the remaining twelve (12) hour holidays at straight rate to be paid December 1. The employee will either submit in writing in January of each calendar year of his/her intention to sell all of his days, or if the employee elects to only sell a portion of said days, he/she will submit in writing prior to July 1 of the calendar year. All members will schedule seven (7) days with the Chief of Police prior to January 31 of the calendar year. However this will not restrict said employee from changing the scheduled day off with permission from the Chief to another scheduled day, or so that he can opt to sell said day as per allowance. The employer agrees not to cancel any scheduled holiday days to avoid last minute overtime.

PERSONAL DAYS

Each member working the 3/2 schedule shall receive the following personal time off per year.

Five (5)

8 hour days off

Each member shall use twenty (20) hours of compensatory time off per year added to the above five (5) personal days so that each member will receive:

Five (5)

12 hour days off

Three of the above personal days will be considered emergent days and will remain as per Article 42. The designated "Emergent Days" shall not be denied due to employer exposure to overtime costs. The "non-emergent" personal leave days may be denied due to overtime exposure.

SICK TIME

Sick Time Under the 3/2 schedule each member shall receive ten (10) twelve (12) hour days per calendar year.

Any accumulated sick time to be taken in pay upon a members retirement shall continue to be accumulated as eight (8) hour days under this agreement, with accumulated time to be converted into hours and divided by 12.

BEREAVEMENT LEAVE

Bereavement Leave shall remain at three (3) twelve (12) hour days for immediate family and one (1) twelve (12) hour day off for aunt, uncle, nephew, or niece with pay.

OVERTIME

Overtime is defined as any work in excess of the basic twelve (12) hour work day or any work on a regular day off as defined by the 3/2 work schedule.

TRAINING

All department training and in service classes shall be considered a member's duty day when training falls on a day a member is regularly scheduled to work, except for training such as Right to know, blood borne pathogens and similar training.

Hourly Rate To compute the base hourly rate of an employee for overtime or other purposes when working the 3/2 twelve (12) hour day schedule, the employee's established annual salary shall be divided by 2080 hours.

Time to be carried over: all outstanding accumulated time to be carried over from the previous year shall be converted into hours and divided by 12 with the exception of sick time.

Compensatory/Bank Time : The remaining thirty-six (36) hours of compensatory time will be paid at straight time rate to each member in January of each calendar year.