

**AGREEMENT**

BETWEEN

**TOWNSHIP OF LOPATCONG**  
**Warren County, New Jersey**

AND

**NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION**  
**TOWNSHIP OF LOPATCONG, LOCAL NO.56**

=====  
January 01, 2018 through December 31, 2020  
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This Agreement entered into this \_\_\_\_\_ day of July, 2019 by and between the Township of Lopatcong, in the County of Warren, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "Township" and New Jersey Policeman's Benevolent Association, Township of Lopatcong Local No.56, hereinafter called the "PBA" and represents the complete and final understanding on all bargain able issues between the Township and PBA.

## ARTICLE II

### Definitions

EMPLOYEE:	A member of the formally recognized bargaining unit.
EMPLOYER:	The Township of Lopatcong represented by its Township Council or other designated employer representative.
GRIEVANCE:	A dispute over the Interpretation or Application of this Agreement.
OVERTIME:	Time worked by an Employee, when assigned to a forty (40) hour work week, with the express authorization of the Employer in excess of the regular daily work requirement of eight hours within a twenty-four (24) hour period from 07:00am until 07:00am of the following day and the normal forty (40) hour work week within a seven day period or, when assigned to an eighty-four (84) hour work period, in excess of the regular daily work requirement of twelve hours within a twenty-four (24) hour period from 07:00am until 07:00am of the following day in the normal eighty-four hour work period within a two consecutive week work rotation.
WORK WEEK:	From 7:00am on Sunday to 6:59 am on the following Sunday.
WORK PERIOD:	From 07:00am on Sunday until 06:59am on the second Sunday following.
EMERGENCY:	A sudden happening that needs attention right away (The replacement of an employee calling off sick, or one granted a personal or vacation day shall not constitute an emergency).
HOURS BETWEEN SHIFTS:	Sixteen (16) hours off or the Employee will be compensated at 1/2 pay per hour, when assigned to a forty hour work week, or twelve (12) hours off or the Employee will be compensated at 1/2 pay per hour, when assigned to an eighty-four hour work period.
PBA:	New Jersey State Policemen's Benevolent Association, Township of Lopatcong, Local No. 56.
PBA MEMBER:	A member of the New Jersey State PBA, Township of Lopatcong, Local No.56.
PROBATIONARY PERIOD:	One (1) year from the date an employee completes initial training per Civil Service.
REGULAR PAY RATE:	The Employee's annual bi-weekly or monthly pay rate exclusive of overtime pay or special allowances, based on a 2,080 hour work year.
SCHEDULED DUTY CHANGE:	A change in the normal work shift for which at least forty-eight (48) hours' notice is given except in cases of emergency. The employee shall be compensated at time and one half when less notice is provided.
SCHEDULED DAYS OFF:	Two consecutive twenty-four (24) hour periods within the seven day work week, except in the case of emergency regarding a substantial reduction in manpower, the employee will be compensated with an additional four hours pay for that week.

Article III

Policeman's Rights

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

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

1. The member shall be informed of the nature of the investigation before and interrogation commences. If the informant or complainant is anonymous then the officer shall be advised. Sufficient information to reasonably apprise the member 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. But, if the member is the subject of a disciplinary investigation, he shall have the opportunity to obtain representation by the PBA.

2. The questioning shall be reasonable, reasonable respite shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest period as are reasonably necessary.

3. The interview of the member shall not be recorded unless mutually agreed.

4. If a member of the force is under arrest or is likely to be, that is, if he is 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.

5. Members covered herein shall only be disciplined for just cause.

F. When grievance sessions are mutually scheduled during work hours, the grievant and two (2) PBA representatives shall suffer no loss in pay if on duty.

G. A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times, provided a designated Superior Officer or the Chief of Police is present at the time of inspection.

H. The PBA State Delegate shall be released for up to fifteen (15) days per year to attend the State PBA meetings without loss of pay. The Delegate shall be required to give at least forty-eight (48) hours advance notice to the Chief of Police or his designee as to the date and time of the scheduled meeting. The fifteen (15) days are exclusive of any other meetings mandated by State Statute. The PBA State Delegate, and/or Alternate, shall be given leave of absence, with pay, to attend the annual PBA convention as required by State Statute.

I. All promotions shall be made from within the ranks of the existing officers of the Department, whenever reasonable and practical, any Employee shall be eligible to take any test for any promotion provided same is within the Civil Service Rules and Regulations which state the Employee must be at the rank of Patrolman for three years to be eligible.

ARTICLE V

Seniority

- A. Seniority, as defined in Article II, shall be uniformly applied to all Employees.
- B. Seniority shall be the determining criterion for personal assignments and transfers only when observation of performance, special ability, attitude, and desire are equal. The discretion of the Employer in assigning personnel shall not be based solely on seniority. Seniority as in accordance with Civil Service Rules and Regulations, shall be the determining criterion for lay off.
- C. Time spent on accumulated paid sick leave shall count toward an Employee's seniority.

"Pitman" time shall not be submitted for monetary payment at the end of the year. At the end of the 2008 calendar year, "Pitman" time shall be reviewed by the parties to determine if its use by Officers is causing excessive overtime. If the parties conclude that it is not causing excessive overtime, no further reviews shall be conducted and this section shall remain as part of the contract. If there is a dispute as to whether or not "Pitman" time is causing excessive overtime, the parties shall submit the dispute to an arbitrator selected pursuant to the contract's grievance procedure. If the arbitrator rules in favor of the Township, the Township may, at its option, declare section D eliminated from the contract.

additional holidays declared by the Mayor and/or the Township Council of the Township of Lopatecong, provided the Employee is scheduled to work during the twenty-four hour period designated as the holiday.

E. Each Employee shall also be entitled to four (4) personal days off of his own choosing each year; upon giving his immediate superior at least twenty-four (24) hours' notice. Each Employee shall be paid at his regular rate for any unused personal days at the end of the work year. Personal days shall be eight hours for employees assigned to a forty hour work week and twelve hours for employees assigned an eighty-four hour work period.

F. An Employee working more than eight (8) hours on a Holiday shall be compensated at double time for that time which exceeds eight (8) hours while working a forty hour work week. An employee working more than twelve (12) hours on a Holiday shall be compensated at double time for that time which exceeds twelve (12) hours, while working an eighty-four hour work schedule.

G. Any Employee working overtime on a Holiday, such as an additional day of the normal work week or work period, to cover a shift for sickness, vacation or personal leave, shall be compensated at double time pay; provided however, the Employee must complete his normal work week without sick time to be eligible.



b. Absence without notice for five (5) consecutive work days shall constitute a resignation.

c. Employees are required to report "fit for duty" following sick leave whether or not they are scheduled for work following the illness. This will inform the Township of the Employee's availability in the event of emergency call-out.

#### 4. Verification of Sick Leave:

a. An Employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. The Township may require the Employee to submit evidence of medical treatment, if any, which the Employee had received during the illness. In the event the Township requires and other medical evidence, the Township may direct the Employee to the Township physician or any other physician and will pay for the cost of the examination.

(1). An Employee who has been absent on sick leave for periods totaling ten (10) days in any one (1) calendar year consisting of periods of less than five (5) days may be required to submit acceptable medical evidence for any additional sick leave in the year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months. The Township may require that the Employee be examined by the Township physician or any other physician to provide the aforementioned certificate and the Township will pay for such examination.

(2) The Township may require proof of illness of an Employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

b. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before an Employee can return to work.

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

2. Conflicts with Law: This in no way affects the privileges of Employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other federal or state law.

3. Rank / Classification: Assignment to temporary light duty shall not affect an Employee's pay classification, pay increases, promotions, retirement benefits or other employee benefits.

4. Light Duty Position: No specific position within the department shall be designated or utilized exclusively for personnel on temporary light duty.

5. Duration of Assignments: Light duty assignments are strictly temporary and normally should not exceed three (3) months in duration. After three (3) months, personnel on temporary light duty who are not capable of returning to their original duty assignments shall:

- a. Present a request for extension of temporary light duty, with supporting documentation to the Chief of Police or his Designee, or
- b. Pursue other options as provided by employment provisions of the Department, federal or state law.

6. Outside Employment: Officers on temporary light duty are prohibited from engaging in off duty employment in which they may reasonably be expected to perform law enforcement functions for which they have been determined physically or mentally unable to perform on behalf of the Department and that form the basis for their temporary light duty assignment.

7. Limitations: Depending upon the nature and extent of the disability, an officer on temporary light duty may be prohibited or restricted from departmental uniform, carrying of service weapon or otherwise limited in employing police powers as determined by the Chief of Police.

8. Refusal of Assignments: Employees will not refuse temporary light duty assignments that are supported by and consistent with the recommendations of an attending physician or

ARTICLE IX

Clothing and Maintenance

A. The Township will assign \$600.00 clothing allotment for each Employee to be used for clothing, maintenance, and items specified in Section B. The Township will assign \$300.00 clothing allotment for each newly hired Employee upon reaching Certification Rate.

B. Each Employee has sole discretion of the \$600.00 allotment under this Agreement, including the purchase of non-department issued equipment, authorized by the Chief of Police, and all ammunition for off duty weapons, authorized by the Chief of Police.

C. In addition to the clothing allotment provided for each Employee noted above, an aggregate of \$1,400.00, re-negotiable at any time during the contract term should the amount not be sufficient, will be made available for the Employee's covered under this Agreement for cleaning of uniforms for each calendar year.

D. If any part of the Employee's uniform is destroyed in the line of duty, it shall be the responsibility of the Township to replace same upon approval of the Police Commissioner. An Employee's personal effects which are destroyed in the line of duty will be replaced by the Township up to a maximum of one hundred-fifty (150) dollars per item. The aforementioned dollar limitation shall not apply to an Employee's personal wedding ring, eyeglasses or religious artifacts based upon reasonable appraisal and Council approval.

E. Officers shall be permitted to carry expandable batons, subject to applicable law.

ARTICLE XI

Insurance

- A. The Township will maintain Horizon Blue Cross / Blue Shield of New Jersey PPO Group No. 10-82792 on the Employees during the term of this Contract. Officers changing from the Traditional plan to PPO will be guaranteed the difference in the plan deductibles, through the life of the contract. When necessary, an officer will be reimbursed by the Township, upon written request, at the time the expense is incurred.
- B. The Township will also maintain life insurance in the amount of Twenty Thousand (\$40,000) Dollars per Employee, the same to be convertible group term, so that any Employee upon leaving the police force shall have the right to maintain said insurance at the Employee's expense.
- C. Any Employee upon retiring from the police force shall have the right to remain in the Group Health Insurance Plan as defined under Section A, provided the Retiring Employee contributes 100% of his/her policy premium.
- D. The Township will maintain Met Life Dental Plan Coverage Policy Number TM 03724127-001, on the Employees during the term of this Contract.
- E. The Township may, at its option, change insurance plans and/or carriers, or self-insure so long as substantially equivalent benefits are provided.
- F. The Township will reimburse any employee who wishes to get an annual eye examination, by a physician of his choice, in an amount not to exceed \$150.00 per year. The reimbursement may be applied to the office visit, testing, or toward the purchase of corrective lenses for employee or immediate family member of employee normally covered under employee's regular health care plan.
- G. Bereavement reimbursement: In the event that an Officer is killed in the line of duty or in the performance of his / her duty while off, The Officer's estate shall be compensated all of his / her accrued sick, vacation, personal, life insurance, and pitman time. There shall be no pro-rating of these days and shall be paid at the rate at the time of their death.

Article XIII

Salaries

A. Salaries for Employees covered by this agreement shall be as follows:

	2018	2019	2020
Hiring Rate	\$50,204.82	\$51,208.91	\$52,233.09
Certificate Rate	\$54,398.22	\$55,486.19	\$56,595.91
Completion of 1 year	\$63,096.77	\$64,358.71	\$65,645.88
Completion of 2 years	\$69,516.59	\$70,906.92	\$72,325.06
Completion of 3 years	\$75,936.37	\$77,455.10	\$79,004.20
Completion of 4 years	\$84,790.21	\$86,486.02	\$88,215.74
Completion of 5 years	\$91,399.76	\$93,227.76	\$95,092.31

Sergeant 9.1% above patrol

Sergeant	\$99,717.14	\$101,711.49	\$103,745.71
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Lieutenant 12.8% above patrol

Lieutenant	\$103,098.93	\$105,160.91	\$107,264.13
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Any Employee with:	Detective Bureau Assignment	\$2500.00
	On Call Only Detective	\$750.00

B. 1. Each Employee hired before January 1, 2014 shall receive in addition to the salaries set forth herein, five dollars (\$5.00) per college credit for any degree held at time of hire, which will be incorporated into each Employees base salary. Any new employees hired on or after January 1, 2014 shall not receive compensation for any college credits they may have accrued.

2. For employees hired before January 1, 2014 continuing education after hire, the Employee shall be a matriculated student who maintains a "C" or better average in a Police Science or Criminal Justice program to receive additional college credit payment.

C. Each employee hired before January 1, 2014 shall be paid longevity pay at the rate of five hundred (\$500.00) dollars for every five years of service. Years of service shall be ascertained by the date of

Article XIV

Grievance Procedure

A. Purpose

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

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation or application of the terms and conditions of this Agreement, and may be raised by any Employee, the P.B.A., or the Township.

2. The term "work days" shall herein mean calendar days unless the "final" day falls on Saturday, Sunday or Legal Holiday wherein the final day would be the next "public business day".

C. Steps of the Grievance Procedure

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

Step One

An aggrieved Employee shall institute action under the provisions hereof within ten (10) days of the act being grieved by informally discussing the matter with his immediate superior, and an earnest effort shall be made to settle the grievance informally. Failure to act within the said ten (10) days shall be deemed to constitute an abandonment and waiver of the grievance. The immediate Superior shall render a decision within two (2) days after receipt of the grievance.

thereto.

(d). The decision of the arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties subject, however, to any applicable statutes and case law available to the parties.

(e). The cost for the services of the arbitration shall be borne equally by the Township and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. Time

The time limit set herein shall be strictly adhered to, and failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However, upon mutual consent of the parties, the time limits for any step may be extended or contracted.

E. Compensation

In the event a grievance involving a monetary award is upheld, the grievant will be financially compensated in accordance with the decision of the arbitrator in the next overtime check after the receipt of the arbitration award.

ARTICLE XVI

Management Rights

A. The Township of Lopatcong hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including but not without limiting the generality of the foregoing, the following rights:

1. To hire all Employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, except as specifically limited herein, and to promote and transfer Employees. The current full strength size of the Department is sixteen (16) full time and two (2) part time Officers.

2. (a). To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.

(b). In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable law.

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



ARTICLE XVIII

Extra Contract Agreements

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

ARTICLE XX

Retention of Benefits

Those provisions of Municipal Ordinance which are applicable to Employees covered by this Agreement shall remain in full force and effect, except as modified herein, during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

E. In determining the officer in charge for any specific shift, the Police Chief shall give due regard for the Police Officer's rank and seniority.

2. Payroll Deduction Schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

a. Ten (10) days after receipt of the aforesaid list by the Township; or

b. Twenty (20) days after the Employee begins his or her employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position, or was on layoff, in which event the resumption of the employment in a bargaining unit position, whichever is the later.

3. Termination of Employment: If the Employee who is required to pay a representation fee terminates his or her employment with the Township before the PBA has received the full amount of the representation fee to which it is entitled under this article, the Township will deduct his unpaid portion of the fee from the last paycheck to said Employee during the membership year in question.

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

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

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

D. The PBA agrees to establish and maintain a "demand and return" system whereby Employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any,

ARTICLE XXIII

Separability and Savings

A. The Township and the PBA agree to abide fully by the provisions of existing Presidential Orders and Legislation, and applicable future Presidential Orders and Legislation concerning wages and salaries. In the event any or all the salary increases and other economic benefits for the 2002 or beyond cannot legally be made effective for the above reasons, such increases shall be omitted or proportionately adjusted according to law.

B. In the event that any provision of this Agreement shall, at any time be declared invalid by Legislative Acts or any Court of Competent Jurisdiction, or through Government regulation or decree, through other than municipal actions, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XXV

Term and Renewal

This Agreement shall be in full force and effect retroactively as of January 01, 2018, and shall remain in effect up to and including December 31, 2020. This Agreement shall continue in full force and affect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement. In the event such written notice is given and a new contract is not signed before the expiration date of the old contract, this Agreement is to continue in full force and effect until a new contract is signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Lopatcong, County of Warren and State of New Jersey on this day July, 2019.

POLICEMEN'S BENEVOLENT  
ASSOCIATION OF NEW JERSEY  
TOWNSHIP OF LOPATCONG  
LOCAL NO.56

TOWNSHIP OF LOPATCONG  
WARREN COUNTY, NEW JERSEY

By: Sgt. [Signature]

By: [Signature]

Sgt. [Signature] #33

[Signature]

Attest:

[Signature] #32

[Signature] #31

[Signature] #35

Margaret B. Wilton