

AGREEMENT
BETWEEN
TOWNSHIP OF MARLBORO
MONMOUTH COUNTY, NEW JERSEY

AND

FRATERNAL ORDER OF POLICE, LODGE #15
SENIOR OFFICERS
(CAPTAINS)

JANUARY 1, 2005 THROUGH DECEMBER 31, 2008

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PREAMBLE

This Agreement entered into this day of 2005, by and between the Township of Marlboro, in the County of Monmouth, a municipal corporation of the State of New Jersey, hereinafter called the “Township”, and the Fraternal Order of Police, Lodge # 15, hereinafter called the “Lodge”, represents the complete and final understanding on all bargaining issues between the Township and the Lodge.

ARTICLE I
RECOGNITION

A. The Town hereby recognizes the Lodge as the sole and exclusive representative of all employees in the bargaining unit as herein defined, for the purposes of collective bargaining and all activities and processes relative thereto.

B. The bargaining unit shall consist of all Captains of the Police Department of the Township of Marlboro, New Jersey, now employed or hereafter employed. For the purposes of this Agreement the terms police officer, employee or employees shall refer to all members of the bargaining unit as defined herein.

C. The rights and privileges of the Lodge and its representatives as set forth in this Agreement shall be granted to the Lodge or any recognized representative of the Marlboro Township Police Department or members thereof.

D. The Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.

E. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE II

MANAGEMENT PREROGATIVES

A. The Township of Marlboro hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vest 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 without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by 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 make rules of procedure and conduct, to use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law, and this Agreement.

6. To layoff employees in the event of lack of work or funds, so long as such lack of work or funds is bona fide.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE III

RULES AND REGULATIONS

A. Proposed new rules or modification of existing rules governing negotiable working conditions shall be negotiated with the majority representative before they are established.

ARTICLE IV

DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Township or by any of its agents against the Lodge or against the employees represented by the Lodge because of membership activity in the Lodge. There shall be no discrimination or coercion by the Lodge or any of their agents against any employee covered by this Agreement because of membership or non-membership in the Lodge. Nor shall the Township discriminate in favor of, or assist, any other labor or police organization which in any way affects the Lodge's rights as certified representative for the period during which the Lodge remains the certified representative of the employees. Neither the Township nor the Lodge shall discriminate against any employee because of race, color, creed, sex, age or national origin. The Township will cooperate with the Lodge with respect to all reasonable requests concerning the Lodge's responsibilities as certified representative.

ARTICLE V

MAINTENANCE OF OPERATIONS

A. The Lodge hereby covenants and agrees that during the term of this Agreement, neither the Lodge nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike, (i.e. the concerted failure to report for duty or willful absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other illegal job action against the Township.

B. The Lodge agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, or support any such action by any other employee or group of employees of the Township, and that the Lodge will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

C. 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 Lodge or its members.

D. The Township agrees that it will not engage in the lockout of any of its employees.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Complaints may be initiated by an individual employee to the Chief of Police. If the complaint is not adjusted satisfactorily and the employee wishes to initiate a grievance, it shall be presented by the authorized Lodge representative.

B. 1. The term “grievance” as used herein means an appeal by an individual employee or the Lodge on behalf of the individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 3 herein.

C. When an individual employee or the Lodge wishes to present a grievance, the grievance shall be presented in accordance with the following procedure:

Step 1. The aggrieved or the Lodge President or his designated representative shall file a written grievance within fifteen (15) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee or the Lodge President or his designated representative, and the Chief of Police. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance. The Chief of Police shall answer the grievance in writing within ten (10) calendar days of this filing.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Lodge within the time set forth in Step 1, the aggrieved or the Lodge President or his designed representative may present the grievance in writing within ten (10) calendar days to the Chief of Police. The written grievance at this Step shall contain the relevant facts and the applicable section of the contract allegedly violated and the remedy requested by the grievant. The final decision of the Chief of Police shall be given to the Lodge in writing within ten (10) calendar days after receipt of the grievance by the Chief of Police.

Step 3. If the grievance is not resolved at Step 2, or if no answer has been received by the Lodge within the time set forth in Step 2, the aggrieved or the Lodge president or his designated representative may present the grievance in writing within seven (7) calendar days thereafter to the Mayor or his designated representative. The written grievance at this Step shall contain all relevant documents and correspondence from the proceeding Step. The final decision of the Mayor shall be given to the Lodge in writing within fourteen (14) calendar days after receipt of the grievance by the Mayor.

Step 4. If the grievance is not settled through Steps 1, 2 and 3, either party shall have the right to submit the dispute, within fourteen (14) calendar days after receipt of the answer by the Mayor, or if no answer has been received within the contractual time limits, to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the Township and the Lodge. Any other expenses, including but not limited to the presentation of expert witnesses shall be paid by the parties incurring same.

D. 1. The parties may direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. 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. The decision of the Arbitrator shall be final and binding.

E. Reasonable disclosure will not be withheld involving internal Township correspondence, providing it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself.

F. Any employee who elects to file an appeal with the Department of Personnel on a matter which is contractually arbitrable shall waive his/her rights to the final step in this Grievance Procedure, unless it is determined that the Department of Personnel is not the proper forum to hear the appeal.

G. Disciplinary matters shall be arbitrable to the extent permitted by law.

ARTICLE VII

DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Lodge. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Lodge and verified by the Township Treasurer, during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Lodge shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Lodge and signed by the President of the Lodge advising of such changed deduction.

D. The Lodge will provide the necessary "check-off authorization" form and the Lodge will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Lodge and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Lodge during the month following written notice of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Lodge shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Lodge, less the cost of benefits financed through the dues and available only to member of the Lodge, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Lodge to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

J. Prior to January 1 and July 31 of each year, the Lodge shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Lodge shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Lodge. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Lodge shall indemnify, defend and save the Township harmless against any and all claims, 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 or the fair share assessment information as furnished by the Lodge to the Township, or in reliance upon the official notification on the letterhead of the Lodge and signed by the President of the Lodge, advising of such changed deduction.

ARTICLE VIII
BILL OF RIGHTS

A. 1. Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

2. 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 investigation by superior officers. In an effort to ensure that these investigations are concluded in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

a. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.

b. The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

c. 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.

d. The complete interrogation of the employee shall be recorded mechanically or by the Department stenographer. There will be no "Off the Record" questions. All recesses called during the questioning shall be recorded.

e. The employee 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.

f. If an employee 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.

g. In all cases and at every stage of the disciplinary proceedings or investigations where disciplinary action is being contemplated by the Township, in the interest of maintaining the usual high morale of the force, the Township shall afford an opportunity for an employee, if he so requests, to consult with and have present his Lodge representative(s) before being questioned concerning a violation of the Rules and Regulations.

ARTICLE IX

DISCHARGE OR SUSPENSION

A. No employee shall be disciplined, discharged or reduced in rank or compensation without just cause.

ARTICLE X

HOURS OF WORK AND OVERTIME

A. The workday shall consist of not more than eight (8) consecutive hours in a 24-hour period. The work week shall consist of five (5) eight (8) hour days within a seven (7) day period. The work year shall consist of one thousand nine hundred ninety-one (1991) hours. Each workday consisting of eight (8) hours shall include a one-half (1/2) hour meal period.

B. 1. Whenever an employee is required to work overtime in excess of an in continuation of his regular day's shift, he shall be compensated at the rate of one and one-half (1 ½) times his regular hourly rate of pay for all time worked.

2. No employee who currently has in excess of one hundred (100) hours of compensatory time shall accumulate further compensatory time until through attrition, the employee has less than one hundred (100) total hours of such time.

3. Compensatory time shall be earned at the rate of one and one-half (1 ½) times all time worked.

4. Compensatory time can be taken only upon prior notice to and approval of the employee's immediate supervisor.

5. At least six (6) months prior to the employee's retirement or voluntary termination, the employee must schedule to take all of his or her accumulated compensatory time prior to said retirement or voluntary termination. If the employee fails to schedule his or her compensatory time, the Township, at its sole discretion, can schedule the compensatory time to be taken, or choose to pay the employee for his or her accumulated compensatory time upon retirement or termination. If the employee fails to give the Township the six (6) months notice,

the employee shall forfeit any accumulated compensatory time not taken at the time of retirement or voluntary termination.

C. If an employee is recalled to duty or is called to duty on an off duty day, he shall receive a minimum guarantee of four (4) hours compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal shift.

D. In the event an employee is required by or on behalf of the Township, due to the employee's actions arising out of or incidental to the course of this employment to testify or appear in Court during his time-off, then he shall receive overtime as per his Article for the time spent in court, with a minimum of two (2) hours compensation.

E. For purposes of overtime, whenever an employee is required to give up non-scheduled time, it shall be considered work.

F. As far as practicable, overtime shall be distributed equally amongst bargaining unit employees.

G. Overtime shall continue to be distributed on a rotating basis by seniority.

H. Overtime for outside employment as assigned by the Township shall be by seniority on a rotating basis and in accordance with the Departmental procedures in assigning departmental overtime, with the Township attempting to give each employee an equal number of opportunities at outside employment.

I. The Chief of Police or his designee shall notify the employee at least five (5) days in advance of any change or modification of his or her work schedule.

J. 1. Employees will attend a maximum of four (4) division meetings per year. These meetings are not to exceed three (3) hours, unless employees are compensated with

overtime pay. Employees attending these meetings during their off-duty time will be compensated for attendance by receiving straight time pay up to the three (3) hour limit.

2. The Township also agrees to the following:

a. No meetings will be held on legal holidays or on the day before and the day after said holiday.

b. No employee will be required to attend division meetings if said employee is on vacation, holiday or sick time off.

c. No employee may be required to perform any work function during meetings if said employee is off-duty.

d. Meetings will be held between the hours of 0800 and 2100 hours.

e. There will be a minimum of seventy-two (72) hours notice of a meeting, prior to that meeting.

K. Employees shall be considered “on call” for court from 9:00 a.m. to 4:00 p.m. Employees shall be compensated for such ‘on call’ time at their straight time base hourly rate on an hour for hour basis from 9:00 a.m. until 4:00 p.m., unless released earlier. It is understood that an employee who is on call must remain at his residence or at a number given to the department. If an employee fails to remain at his residence, or does not answer the number given to the department he shall receive no compensation for the “on call” time.

L. Effective January 1, 2005, the hours of work will total 1,991. As such, Captains shall receive one (1) M-day per month, which does not accumulate year-to-year and must be utilized during the month in which it is earned.

M. Effective retroactive to January 1, 2005, for the purpose of calculating overtime, an employee's base salary plus any longevity entitlement and/or educational incentive shall be divided by one thousand nine hundred ninety-one (1,991).

ARTICLE XI

SALARIES

A. Effective January 1, 2005, the annual salary shall be increased 4%. The annual salary to be paid to all bargaining unit members shall be as follows:

Classification	Base Salary
Captain	\$105,833.25

B. Effective January 1, 2006, the annual salary shall be increased 4%. The annual salary to be paid to all bargaining unit members shall be as follows:

Classification	Base Salary
Captain	\$110,066.58

C. Effective January 1, 2007, the annual salary shall be increased 4.25%. The annual salary to be paid to all bargaining unit members shall be as follows:

Classification	Base Salary
Captain	\$114,744.41

D. Effective January 1, 2008, the annual salary shall be increased 4.25%. The annual salary to be paid to all bargaining unit members shall be as follows:

Classification	Base Salary
Captain	\$119,621.05

ARTICLE XII

LONGEVITY

A. In addition to an employee's regular salary, he shall receive a longevity increment to be added to his base salary as follows except that no current Captain's preexisting longevity shall be reduced during the term of this Agreement.

<u>YEARS OF SERVICE</u>	<u>LONGEVITY INCREMENT</u>
After five (5) years	2.0%
After ten (10) years	4.0%
After fifteen (15) years	6.0%
After twenty (20) years	10.0%
After twenty-four (24) years	12.5%

B. For the purposes of computing longevity, years of service shall commence from the date of hire of the individual.

C. Effective January 1, 2005, Captains with 20 years of service with the Township will receive a one thousand five hundred dollar (\$1,500) longevity payment in addition to the percentages contained in Paragraph A, which shall be added to base salary. The percentages contained in Paragraph A do not apply to the one thousand five hundred dollar (\$1,500) additional longevity payment.

ARTICLE XIII

HOLIDAYS

A. The following shall be considered legal holidays during the term of this Agreement:

New Years Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	National Election Day (once every 4 years)

B. The Township shall observe the above-mentioned holidays, and in addition thereto, the Mayor may, by executive order, decree such additional holiday periods as he deems appropriate.

C. 1. Employees shall be paid at the rate of one and one-half (1 1/2) time their regular rate of pay for eight (8) of the holidays enumerated in Section A above, in addition to their regular day's pay. All time worked by an employee on a holiday outside of his/her regularly scheduled work day shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for all time worked.

Any sums pursuant to this paragraph for any holidays a Captain may work, he will receive another day off in lieu thereof

2. a. Employees shall receive the remaining holidays as days off in lieu of holidays. These days off in lieu of holidays shall be granted by the Township as and when requested by the employee, except there the manpower needs of the Department preclude the granting of the day off. When an employee's request for day off in lieu of holiday is denied because of the manpower needs of the Department, the employee's request for another day off shall be granted as soon as possible after the request is made.

b. Employees must apply for all days off in lieu of holidays by November 1. If the days off in lieu of holidays are not applied for by November 1, said days will be paid at straight time. However, the Chief of Police has the option, at his sole discretion, to schedule the employees to take all or some of the unapplied for days off in lieu of holidays between November 1 of that year and April 1 of the following year.

c. Days off in lieu of holidays will be scheduled at least five (5) days in advance, except in case emergency.

d. All scheduled holidays may be changed due to schedule changes initiated by the Chief of Police, manpower needs, or, at the employee's request, with the mutual consent of the Chief of Police.

e. For the purpose of this Article only, holidays shall be accrued on a pro-rated monthly basis. Any month in which an employee is absent for more than fifty (50%) percent of his scheduled work days in any given month due to disciplinary suspension or leave of absence with or without pay, said employee shall not accrue any holiday time or pay for that month.

f. Employees terminating their employment with the Township or having their employment with the Township terminated by the Township shall be entitled to be paid for all holiday time or pay accrued on the established pro-rata monthly basis.

D. This article, particularly paragraph C(2)(b) is also being clarified and reaffirmed that there is no accumulation of holidays permitted and any payments made are at straight time as stated therein.

ARTICLE XIV

VACATIONS

A. Employees shall receive annual vacation leave in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1-5 years	12 working days
6-10 years	15 working days
11-15 years	18 working days
16-20 years	21 working days
Over 20 years	25 working days

B. 1. By November 1 of each year, a tentative annual work schedule for the following work year shall be provided.

2. Vacation requests submitted prior to December 1 shall be scheduled on a seniority basis. Any vacation requests submitted after December 1 shall be scheduled on a first-come first-served basis.

3. The Chief of Police or his designated representative shall post a finalized schedule and notify the employee of his approved vacation by January 1. However, the Chief of Police or his designated representative reserves the right to change schedules to meet the needs of the Township.

4. The Chief of Police or his designated representative shall notify the employee at least five (5) days in advance of any change or modification of a vacation schedule.

5. Employees shall have the right to apply to the Chief of Police for vacations encompassing less than five (5) consecutive work days. The granting of such vacations shall be in the sole discretion of the Chief of Police, or his designee.

C. The employee will give notice within twenty-four (24) hours to his travel agent if it is deemed necessary by management to cancel his vacation. If this cancellation should cause monetary loss to the employee, the employee will be reimbursed subject to the following:

1. Written proof that a twenty-four (24) hour notification was given and caused monetary loss to the employee due to the required payment to an agency or recreation facility.

2. In case of national or local emergency declared by an authorized official, the above would not apply.

D. For the purpose of this Section only, vacation days shall be accrued on a pro-rata monthly basis. Any month in which an employee is absent for more than fifty (50%) percent of his scheduled work days in any given month due to disciplinary suspension or leave of absence with or without pay, said employee shall not accrue any vacation time for that month.

E. Employees terminating their employment with the Township or having their employment with the Township terminated by the Township shall be entitled to be paid for all vacation time accrued but not used on a pro-rata basis.

ARTICLE XV

PERSONAL DAYS

A. All employees may request up to a maximum of four (4) personal days per year for personal, household or family matters and shall be non-accumulative. Approval of said personal days by the Chief of Police or his designee shall not be unreasonably withheld.

B. Application for a personal day must be submitted at least twenty-four (24) hours in advance, except in case of unforeseen circumstances. Personal leave will not be granted if it interferes with the manpower needs of the Department, except in case of emergency, which must be identified prior to approval and which the Township has the right to have verified.

ARTICLE XVI

SICK LEAVE

A. In the first year of employment, an employee shall be entitled to one (1) day of sick leave for each month of employment. Thereafter, sick leave shall accumulate on the basis of one and one-quarter (1 ¼) days per month, or fifteen (15) days per year. Sick leave may be accumulated from year to year.

B. Accumulated sick leave may be used by an employee for personal illness, exposure to contagious disease, or emergency attendance upon a member of the employee's immediate family who is seriously ill.

C. In the event that an employee utilized all of his accumulated sick days, other employees of equal rank only may contribute a portion of their accumulated sick days for use by the employee. The Lodge shall assume the responsibility for acquiring sick day contributions, and shall notify the Township concerning the individuals contributing and the number of days contributed.

D. Any employee who shall be absent from work for five (5) or more consecutive working days for sick leave, or for more than fifteen (15) working days in any calendar year, may be required to submit acceptable medical evidence substantiating the illness. The Chief of Police, at his sole discretion, and at any time, may require the employee to submit acceptable medical evidence of proof of illness or may require the employee to undergo a physical examination on Township time and at Township expense, whenever such a requirement appears reasonable to the Chief of Police, so long as said requirement is not arbitrary or capricious.

E. An employee shall report his or her absence at least two (2) hours prior to the start of his or her shift where possible except where circumstances prevent the employee from doing

so. In those circumstances, the employee shall report his or her absence as promptly as possible. Where it is not possible to report the absence at least two (2) hours prior to the start of the shift, the employee shall report his or her absence at some point in time prior to the start of the shift.

F. If an employee is absent from work for more than fifty (50%) percent of his or her scheduled work days in any given month due to disciplinary suspension or leave of absence with or without pay, said employee shall not accrue any sick time for that month.

G. Sick leave and FMLA leave shall run concurrently when such leave is covered by the FMLA.

ARTICLE XVII

TERMINAL LEAVE

A. Effective January 1, 2002, all Captains retiring pursuant to the Policemen's and Firemen's Retirement System shall be paid for their unused accumulated sick leave on the basis of one (1) day's terminal leave pay for every two (2) accumulated sick days up to the following :

2005:	\$30,000
2006:	\$31,000
2007:	\$32,000
2008:	\$33,000

All terminal leave payments are computed upon the employee's base rate of pay at the time of retirement or death.

At the employee's option, upon retirement, he may elect to have accumulated sick time be converted to a bank in which costs for post retirement health benefits may be reimbursed to the retiree, until the bank is depleted. Sick time may be accumulated for this purpose to a maximum of thirty-five thousand (\$35,000.00) dollars.

B. In order for an employee to be eligible for the benefits enumerated in Section A of this Article, the employee must be eligible for full retirement under P.F.R.S. An employee may also become eligible for the terminal leave benefits enumerated in Section A of this Article if the employee is eligible for disability retirement under the P.F.R.S.

C. An employee terminating his employment for any reason other than retirement under the P.F.R.S. or death shall not be reimbursed for any unused accrued sick leave.

D. Effective January 1, 2005, in the event of death in the line of duty, the employee's estate shall be paid for all earned accumulated time which is permitted to be earned and/or

accumulated under law and this Agreement except for unused sick leave, the payment for which shall be governed by the provisions given above, up to the following maximum:

2005: \$30,000

2006: \$31,000

2007: \$32,000

2008: \$33,000

E. Terminal leave shall be paid in one (1) lump sum at the employee's base rate of pay at the beginning of the terminal leave period. Employees shall not continue to accrue any additional benefits, including salary increase, while on terminal leave.

ARTICLE XVIII

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, commencing with the first tour of duty following the death and continuing for five (5) working days.

B. The term "immediate family" shall include spouse, father, mother, stepmother, stepfather, son, daughter, stepson, stepdaughter, brother, sister, stepbrother, and stepsister.

C. In the event of death of the employee's mother-in-law, father-in-law or grandparent, or the spouse's grandparent, the employee shall be granted time off without loss of pay commencing with the first tour of duty following the death and continuing for three (3) working days.

D. If additional time is needed by an employee to fulfill obligations in the event of a death in the family, he or she shall be permitted, with the approval of the Chief of Police, to utilize his or her accrued time off (vacation days, compensatory days, personal days) as extended bereavement leave, solely for the purpose of attending the funeral.

E. If extenuating circumstances exist, the Chief of Police and/or the Business Administrator may, at their sole discretion, extend the bereavement leave. In addition, the Chief of Police and/or Business Administrator may, at their sole discretion, allow a bereavement period for persons not listed above who are related to the employee. In addition, the Chief of Police and/or the Business Administrator may, at their sole discretion allow a bereavement period for persons not listed above who are related to the employee.

ARTICLE XIX

LODGE BUSINESS

A. Upon prior notice to the Chief of Police, or his designated representative, members of the Lodge's Grievance Committee (not to exceed a total of three [3] employees in number) may be permitted to conduct the business of the Committee, which consists of conferring with employees on specific grievances, and with the Township in accordance with the Grievance Procedure set forth herein, during the duty hours of the members without loss of pay or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Department up to its proper effectiveness.

B. Upon prior notice to the Chief of Police, or his designated representative, the Township shall permit members of the Lodge Negotiating Committee to attend collective bargaining meetings during duty hours of the members, provided the conduct of said business shall not diminish the effectiveness of the Police Department.

C. The Township agrees to grant the necessary time off, without loss of pay, to the members of the Lodge selected as delegates to attend any State or National Convention of the Fraternal Order of Police as provided under N.J.S.A. 11:26C-4.

D. The Township shall grant time off, without loss of pay, to the Legislative Delegate to the Fraternal Order of Police, or his designee, to attend any State F.O.P. monthly meeting, Tri-County F.O.P. meetings and County F.O.P. meetings which require his attendance. The President of the Lodge shall also be granted similar time off, subject to the approval of the Chief of Police, such approval not to be unreasonably withheld. The Township further agrees that the said President and Legislative Delegate, or one (1) designee, shall be granted time off,

without loss of pay, to attend, in an official capacity, as representative of the Marlboro Township Fraternal order of Police, Lodge 15, funerals for Police Officers who have given their lives in the course of their duties as Police Officers, provided that such attendance does not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Police Department up to its proper effectiveness.

E. The Lodge and its representatives shall have the right to use the Municipal Facilities at all reasonable hours for meetings. The Mayor or the Business Administrator shall be notified in advance of the time desired for all such meetings. Upon approval of the Mayor or the Business Administrator, a space will be allocated. The Lodge shall not displace any official meeting of the Township Government whether scheduled or special.

F. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The employee and the Lodge understand and agree that any such off-duty time spent shall not be compensated by the Township and shall not be considered “compensable hours” pursuant to the Fair Labor Standards Act.

ARTICLE XX

CLOTHING & EQUIPMENT – SUPPLY & MAINTENANCE

A. The Township agrees to provide one (1) set of uniforms for each employee and repair or replace them as deemed appropriate by the Chief of Police. The clothing will be obtained from an approved supplier. The replaced article must be returned to the Police Department. Maintenance of the clothing will be provided by the Township at approved cleaners. Repairs must be made by the Township.

B. An allowance for plain clothes for Captains will be \$900.00 per year, prorated according to the time of appointment, subject to IRS regulations.

C. If watches or corrective lenses are broken during a tour of duty the Chief of Police may authorize replacement or repair subject to the following:

1. The incident is reported by the end of the tour, in writing, with a description of how it happened.
2. The broken lens or watch is handed in.
3. The Chief of Police may choose the supplier of the lenses, and is not obligated to use the officer's supplier. No watch may exceed the cost of \$100.00.

ARTICLE XXI

EDUCATIONAL BENEFITS

A. Any employee who attends school shall be reimbursed for the cost of his tuition or academic fees for all courses taken in the field of law enforcement or other approved areas of study. Said reimbursement shall be paid to the individual employee at the end of each semester. A copy of the educational institution's bill for tuition and books shall be submitted to the Department upon request. A grade of "C" or better is required for the employee to be eligible for 100% reimbursement. If the course is granted "pass/fail", a "pass" is required for the employee to be eligible for 100% reimbursement. No payment will be approved unless a grade of "pass", "A", "B" or "C" is obtained. Books will be reimbursed, but shall remain the property of the Township.

B. Any employee who obtains a degree in Police Science, Criminology, Police Administration, or other approved area shall receive, in addition to his specified salary, educational incentive pay to be added to such base salary for each and every year thereafter served with the Department. The amount of such educational incentive pay shall be the following:

AA (2-year degree)	\$1,500
BA (4-year degree)	\$2,500
MA	\$3,000
Ph.D	\$4,000

Said educational incentive pay shall be paid initially in the first calendar year in which the employee obtains the degree.

C. In order to receive the educational reimbursement under this Article, degrees must be earned from an “accredited” institution.

ARTICLE XXII

EMPLOYEE TRAINING

A. When the Township determines, in the exercise of its discretion, that specialized employee training is desirable and/or appropriate, it shall, where possible, endeavor to distribute such training on an equitable basis within each bureau of the Department.

B. The cost of all training which is required by the Township shall be borne by the Township.

C. The Township reserves the right to assign a suitable Township vehicle for the purpose of transportation to and from assigned training sessions and other in-service schools.

D. The opportunity to participate in such training shall not be unreasonably denied.

ARTICLE XXIII

LEGAL ACTIONS AGAINST POLICE OFFICERS

A. 1. The Township shall provide the necessary means for an employee's defense in a civil proceeding to the extent required by the N.J.S.A. 40A:14-155. Any adverse judgment returned against such employee shall be paid by the Township to the extent required by law.

2. The employee may request an attorney of his choice. Upon approval and appointment of such attorney, the attorney's fees shall be established at an hourly rate and maximum amount as determined by the Township, except that the maximum amount of said attorney's fees may be increased by the Township upon request. The hourly rate and maximum cost of such representation shall be determined at the Township's discretion.

ARTICLE XXIV

MEAL AND MILEAGE ALLOWANCE

A. The Township agrees to provide a meal allowance of \$8.00 per day for required attendance at training schools, and for required appearances before county, state and federal courts, grand jury, or any governmental agency. Whenever an employee is required to utilize his personal vehicle in connection with the Township Business, he shall be reimbursed at the going rate as determined by the Township for all Township employees. However, the rate shall not be less than twenty-five cents (\$.25) per mile.

B. In order for an employee to be eligible for the meal allowance enumerated in Section A above, he must present a written receipt to the Township with said request.

C. No meal allowance will be given if a meal is included in the program, training session, court appearance, etc.

ARTICLE XXV

HEALTH AND LIFE INSURANCE

A. The Lodge agrees that the Township may change insurance coverage to the State Health Benefits System and will not challenge such change. Such coverage will then become the standard coverage. The Township agrees to continue that standard of coverage with no change in the level of benefits for the life of the Agreement. Members of the bargaining unit will contribute 4% of their health insurance premiums for Dependent coverage capped at no more than \$250.00 annually for the life of this agreement. Such contributions shall be made pre-tax through the payroll system. Such contributions shall not commence until every employee of Marlboro enrolled in the New Jersey State Health Benefits Plan is subject to the same provisions. In the event a lower contribution is negotiated or mandated, such reduced rate will apply to members of this bargaining unit as well. In the event the Township considers leaving the New Jersey State Health Benefits Program the parties will meet to discuss the impact. However, in no event will employee contributions exceed \$250.00 annually for the life of this contract

B. The Township agrees to pay the entire premium for the present dental insurance coverage for the life of this Agreement, except as herein stated. The maximum dental benefit shall be one thousand four hundred dollars (\$1,400). The deductible for dental claims shall be not less than \$50.00. Any increase in the premium above the premium in effect on December 31, 1992 shall be borne by the individual employee or the Lodge.

C. The Township agrees to continue to provide a group life insurance policy for each employee in an amount not less than twenty thousand (\$20,000.00) dollars. Said policy shall be terminated when the employee is no longer employed by the Township.

D. If at any time the Township shall decide to change policies, a representative of the Lodge will review the policies with the representative of management.

E. The Township will establish an IRS Section 125 Plan such that an employee can set aside a portion of their earnings into a pretax account for the purposes permitted by the IRS. These purposes currently include family care and medical expenses.

F. The Township shall offer a “buy back” incentive of fifty percent (50%) of applicable premiums up to three thousand six hundred dollars (\$3,600) for those employees who wish to waive coverage. Employees who wish to participate may be required to show proof of alternative coverage.

ARTICLE XXVI

PENSIONS

A. The Township shall continue to 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.

ARTICLE XXVII

SENIORITY

A. Traditional principals of seniority shall apply to employees covered by this Agreement as to the selection of vacation periods and compensatory days off, and reductions in force, where the qualifications of the eligible employees are equal.

B. Seniority shall be one (1) factor considered as to the promotion, where the qualifications of the eligible employees are equal, as determined by the Township, except where promotions are governed by Department of Personnel Statutes, Rules or Regulations.

C. Seniority is defined to mean the accumulated length of service with the Department, computed from the date of certification by the Department of Personnel. If two (2) employees are promoted at the same time, the most senior employee shall be the employee with the longer service time, and, therefore, the greater seniority, in the certified title in the prior rank from which they were promoted.

D. Seniority will be considered for work assignments. However, the final decision will remain with the Chief of Police.

E. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for a 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 Police Surgeon.

F. Seniority shall be lost, and employment terminated, if any of the following occur: (a) discharge; (b) resignation; (c) absence for five (5) consecutive calendar days without leave or notice of justifiable reason for failing to give same.

G. Failure to return promptly upon expiration of authorize leave without reasonable notice will subject the employee to disciplinary action.

H. The interpretation and application of this Article shall be in conformity with all applicable Statutes and Rules and Regulations.

ARTICLE XXVIII

BULLETIN BOARDS

A. The Lodge shall have the use of bulletins boards located in Police Headquarters and the Special Service Bureau for the posting of notices relating to meetings and official business of the Lodge, and materials relating to the general welfare of the employees.

B. Only material authorized by the signature of the Lodge President or his designee shall be permitted to be posted on said bulletin board.

C. The Township may notify the Lodge to remove from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE XXIX

MUTUAL AID

A. Employees, while rendering aid to another community at the direction of their superiors, are fully covered by workmen's compensation, liability insurance and pension as provided by State Law.

ARTICLE XXX

MAINTENANCE OF STANDARDS

A. In order to avoid the necessity for restating all terms and conditions of employment in the Agreement, it is agree that all benefits, rights, terms and conditions of employment prior to January 1, 1984 shall remain in full force and effect unless specifically modified by this Agreement.

ARTICLE XXXI

SAVINGS CLAUSE

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

ARTICLE XXXII

INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. In the event injury leave is granted, an employee's accumulated sick leave shall not be reduced for the period of injury leave. In the event an employee is granted said injury leave, the Township's sole obligations shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Township. At the Township's option, the employee shall either surrender and deliver his entire salary payments or the Township shall pay the difference.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals not more than one (1) year.

3. When an employee returns from injury leave, she shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof to the Chief of Police or the Officer-in-Charge.

C. It is understood that the employee must file an injury report with the Chief of Police or Officer-in-Charge so that the Township may file the appropriate Worker's

Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

E. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

F. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township appointed physician. Then the Township and the employee shall mutually agree upon a third physician who shall then examine the employee. The cost of a third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The Township, at its option, and upon certification by the Township appointed physician, may extend the injury leave for no more than one (1) additional year. The Township appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

H. If the Township can prove an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Township. If the employee is

found to be in violation of this Article, he shall be subject to disciplinary action by the Township to the extent which is provided in this Agreement and any ordinance in effect governing the Township of Marlboro Police Department.

ARTICLE XXXIII

PERSONNEL FILES

A. The Township shall establish personnel files or confidential records which shall be maintained under the direction of the Chief of Police.

B. Upon prior notice to and authorization of the Chief of Police or his designee, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.

C. The Township shall not insert any adverse material into any file of the employee, unless the employee has had an opportunity to review, sign, receive a copy of and comment in writing upon the adverse material, unless the employee waives these rights.

D. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file attached to the respective complaint, negative report, or disciplinary warning.

ARTICLE XXXIV

OUTSIDE EMPLOYMENT

A. A Captain will refrain from working off-duty departmental work during the time period that such Captain is delegated the responsibilities of the Chief in the Chief's absence.

ARTICLE XXXV

DURATION OF AGREEMENT

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, 2008, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

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

TOWNSHIP OF MARLBORO

FRATERNAL ORDER OF POLICE
LODGE # 15

