

COLLECTIVE BARGAINING AGREEMENT

JANUARY 1, 2009 THROUGH DECEMBER 31, 2010

BETWEEN

TOWNSHIP OF BRANCBURG

AND

BRANCBURG FOP LODGE NO. 14A
SUPERIOR OFFICERS

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PREAMBLE

This AGREEMENT made this ____ day of _____, 2008, by and between the Township of Branchburg in the County of Somerset, a municipal corporation of the State of New Jersey (hereinafter referred to as "the Township") and the Branchburg Fraternal Order of Police Lodge No. 14A (hereinafter referred to as "the FOP").

Whereas, the Township and the FOP recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties; and

Whereas, it is the mutual desire of the parties to adopt an agreement consistent with the accords reached during negotiations between the parties, which accords have been duly accepted by the Township and the FOP;

NOW THEREFORE, it is agreed as follows:

I. Recognition. The Township recognizes the FOP as the sole and exclusive bargaining agent with respect to terms and conditions of employment for all sworn police officers of the Township holding the rank of Lieutenant, Sergeant or Corporal. This recognition shall be pursuant to and in compliance with the New Jersey Employer-Employee Relations Act, N.J.S. 34: 13A-1 et seq.

II. Definitions. As used in this Agreement, the following terms have the following meanings:

"Officer" -- a police officer of the Township of Branchburg holding the rank of Lieutenant, Sergeant or Corporal.

"Police Administration" -- the Chief of Police or the person designated by the Township Committee.

III. Officers' Rights. The Township recognizes that every Officer shall have the right to freely organize, join, and support the FOP for the purpose of engaging in collective negotiations.

IV. Management Rights.

A. Except as expressly modified by specific provisions of this Agreement, the Township reserves and retains sole and exclusive authority to manage the operation of the Police Department of the Township as such rights existed prior to the execution of any agreement with the FOP.

B. The provisions of this Agreement are limited to hours, ages and benefits of the Officers covered. No provision of this Agreement shall be construed or interpreted to restrain the Township's full and absolute right to the operation, control and management of the Township police force and department.

C. The following subjects are within the managerial rights of the Township, and shall not at any time be subject to negotiation or review under the grievance or arbitration procedure contained in this Agreement.

1. Determining the size of the police force.
2. Promotion, evaluation, transfer, demotion, reassignment, and reductions in force for nondisciplinary or other legal reason.
3. Work standards, means and methods of operations, improvements and changes in technology, new equipment, and the quality and nature of service to the public.
4. Subcontracting all or any portion of the work currently performed by members of the police force to any persons or entity.
5. Creation, elimination, and filling of job vacancies.
6. Evaluating jobs, establishing new positions, modifying or combining existing positions, adding new duties to negotiating unit titles, and reassigning duties from job to job or title to title, regardless whether such jobs or titles are represented by the FOP.
7. Selection and hiring of Officers, and determining the criteria for hire or promotion and the methods by which such criteria will be measured.
8. Discipline and discharge of Officers.
9. Establishment and amendment of work shifts, and the assignment of Officers to such work shifts.
10. Determining the necessity for overtime work, and assigning overtime work to those Officers deemed by the Township to be best suited for the assignment.

D. The Township may implement, repeal and amend reasonable work rules without the need to negotiate such rules with the FOP, provided that no rule shall be adopted by the Township that conflicts with any express provision of this Agreement.

E. Off-Duty Employment:

1. The Township is entitled to collect an Administrative fee equal to 22.5% of the FOP's established hourly rate for extra duty work, the fee to be assessed to the outside employer. The FOP will be responsible for determining the base hourly rate to which this fee will be added.
2. The Township's Administrative fee has been established to cover costs associated with the provision of administrative services pertaining to the delivery of law enforcement services for off duty employment, including but not limited to; scheduling of officers, providing and filing applications/contracts, collection of escrow fees, payment of officers, insurance, workers' compensation, vehicle use, fuel consumption and use of Township equipment. Administrative work will be

performed by the Police secretarial staff under the direction of the Chief of Police.

3. It is agreed that should any of the associated costs detailed in item #2 increase or decrease substantially, both parties shall meet to discuss possible changes to this agreement.

V. Preservation of Rights.

A. The Township agrees that all benefits, terms and conditions of employment relating to the status of the Township of Branchburg Officers, which benefits, terms and conditions of employment are specifically set forth in this Agreement, shall be maintained.

B. Unless a contrary intent is expressed in this Agreement, all of these existing benefits, rights, duties, obligations and conditions of employment applicable to any Officer shall not be limited, restricted, impaired removed or abolished.

VI. Compensation.

A. Base Annual Wage.

1. The base annual wage for Officers covered by this Agreement, along with the effective dates, are set forth below. Salary shall be paid in pro-rated equal bi-weekly installments:

	2009	2010
Corporal	94,544	98,326
Sr. Grade I	96,436	100,294
Sr. Grade II	98,364	102,299
Sergeant	102,634	106,740
Sr. Grade I	104,283	108,454
Sr. Grade II	105,805	110,038
Lieutenant	110,085	114,488
Sr. Grade I	111,989	116,469
Sr. Grade II	113,512	118,052

2. Step movement shall occur only upon successful completion of at least two (2) years in step. "Successful completion" shall be determined by the Township based upon the recommendation of the Police Administration and final approval of the Township Committee.

B. Longevity Wage.

1. In addition to other compensation, each Officer who held a position as Lieutenant, Sergeant, Corporal or Patrol Officer in Branchburg Township on January 1, 1999 shall be paid longevity compensation in accordance with the following schedule, starting with the first pay period following the respective anniversary date:

a. after the completion of five (5) years of credited service within the New Jersey Police and Fire Retirement System: two (2) percent of base salary;

b. after the completion of ten (10) years of credited service within the New Jersey Police and Fire Retirement System: four (4) percent of base salary;

c. after the completion of fifteen (15) years of credited service within the New Jersey Police and Fire Retirement System: seven (7) percent of base salary;

d. after the completion of twenty (20) years of credited service within the New Jersey Police and Fire Retirement System: ten (10) percent of base salary.

2. Any Officer who did not hold a position as Lieutenant, Sergeant, Corporal or Patrol Officer in Branchburg Township on January 1, 1999 shall not be entitled to longevity compensation, and shall accrue no right to longevity compensation under this Agreement or otherwise, regardless of length of service.

VII. Hours of Work and Overtime.

A. All Officers shall be on a 28-day work cycle.

B. The scheduled work day shall consist of eight (8) and twelve (12) hour shifts.

C. Officers shall be compensated for overtime work as follows:

1. Officers shall receive 1-1/2 times their straight hourly rate for court appearances (including Municipal Court, State, County and Municipal administrative hearings and County juvenile intake screenings) arising out of employment as a Police Officer outside the Officer's regularly assigned duty hours.

2. An Officer who works less than one hundred seventy-one (171) hours in a work cycle shall receive straight time compensatory time off for required training, schools, seminars and the like conducted outside the Officer's regularly assigned duty hours, shall receive straight hourly rate for other time worked less than twelve (12) hours per calendar day, and shall receive 1-1/2 times straight hourly rate for other time worked over twelve (12) hours per calendar day.

3. An Officer who works one hundred seventy-one (171) or more hours in a work cycle shall receive 1-1/2 times straight hourly rate for time worked over one hundred seventy-one (171) hours in the work cycle.

4. An Officer may request the substitution of straight time compensatory time off for straight hourly rate overtime or 1-1/2 times compensatory time off for 1-1/2 times hourly rate overtime. The final choice as to such substitution shall be that of the Police Administration. No Officer shall accumulate more than eighty (80) compensatory time hours with no pay out at the end of employment.

Once an Officer has requested compensatory time off, the Officer may not change this request to a request for payment.

a. Each officer who is not on probation is entitled to twenty-four (24) hours of training compensatory time at the beginning of each calendar year.

5. An Officer who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at the greater of (a) the average regular rate received by the Officer during the last three years of the Officer's employment, or (b) the final regular rate received by the Officer.

6. Employees who are on a twelve (12) hour shift schedule will receive an additional 1/2 hour unpaid meal break. This may result in 2093 hours of regularly scheduled work per year, or 161 hours worked per 28 day cycle. These employees will be given 6 1/2 hours to be added to their compensation time bank at the completion of each six (6) months on the twelve (12) hour work schedule.

D. When an Officer is called in to work overtime (i.e., the overtime is not an expansion of the Officer's regular duty hours) then the Officer is guaranteed two hours work. If the initial assignment does not require two hours, the Officer shall be assigned other work by the Police Administration.

E. During contract negotiations and the hearing of grievances, the Police Administration will cooperate with the FOP in scheduling time off, including exchange of duty with other Officers, for Officers needed for negotiation or hearing.

VIII. Medical and Health Insurance.

A. The Township shall continue to provide the following existing medical insurance or its reasonable equivalent:

1. New Jersey State Health Benefits Insurance.

Effective October 1, 2005, or as soon thereafter as reasonably possible, all new hires will be entitled to the "Direct Access" health insurance, or its equivalent should there be a change in carriers, at no cost to the employee. New employees may choose another health benefit plan offered by the Township; however, the employee will be responsible for any additional premium cost between the Plan they choose and the "Direct Access" Plan.

B. The Township shall provide dental benefits through Delta Dental, or its reasonable equivalent for Officers and their dependents.

C. When an employee retires after 25 years of employment with the Township, the employee shall receive paid medical benefits for him/herself.

D. The completion of all claim forms for medical or dental coverage shall be the responsibility of the Officer. The Township shall upon request provide claim forms endorsed by the designated Township representative with any information requested in the form

which is known to the Township.

E. The Township agrees to comply with the law regarding requirements to offer HMO alternative health plans to the Officers.

F. The Township may at its option substitute a reasonable equivalent for the New Jersey State Health Benefits Plan.

IX. Sick and Disability Leave.

A. Sick Leave.

1. Each Officer shall be permitted paid sick leave of eight (8) hours per month of employment during the first year of employment and ninety-six (96) hours annually thereafter. For the term of this Agreement, no Officer may carry over more than six hundred (600) hours accumulated sick leave hours from one calendar year to the next.

2. Each Officer who has accumulated more than six hundred (600) sick hours as of December 31, 1998 (and each December 31 thereafter) shall be paid for two-thirds ($\frac{2}{3}$) of the value of those unused sick hours in excess of six hundred (600) hours. The "value" of unused sick hours shall be based upon the Officer's salary, including longevity, as of the same December 31. Said payment is to be made by the subsequent January, if budgetary or other governmental restrictions permit, but in any event, payment shall be made no later than the following March 31.

B. Disability Leave. After an Officer has been disabled for thirty (30) consecutive calendar days, the Officer may be entitled to long-term disability payments under the Canada Life Insurance Company policy, with benefits equal to seventy percent (70%) of the Officer's regular straight-time earnings. At the Officer's option, the Officer may choose to use accrued sick leave, vacation, personal days and/or compensatory time in lieu of disability leave.

X. Pension Plan. The Township is presently participating in the New Jersey Police and Fire Pension Plan, and will continue to do so. The Township shall make such contributions to the Plan for each Officer as the Plan requires.

XI. Uniforms. The Township shall pay each Officer for the cost of replacement, repair, cleaning and maintenance of all uniforms and equipment which are required by the Township in the course of each Officer's duty. Officers shall be paid with two equal checks on or about January and June of each year, for a total payment of one thousand four hundred dollars (\$1,400.00). The cost of uniforms and equipment that are torn or damaged in the line of duty shall not be deducted from the uniform allowance, except uniforms and equipment which are damaged or destroyed due to the negligence of the Officer, which shall be repaired or replaced at the Officer's expense. The Township shall also continue to supply collar brass, shields, name tags, department patches and weapons as budgeted at no cost or expense to the Officer, and will seek contributions for acquisition

of bullet-proof vests, the cost of which shall not be deducted from the uniform allowance. "Uniforms" includes plain clothes for Officers whose duties so require.

XIII. Paid and Unpaid Leave.

A. Vacations. Each Officer shall receive paid vacation time in accordance with the following schedule:

1. After the first anniversary of active Township police service: eighty (80) working hours per anniversary year.

2. After the fifth anniversary of active Township police service: one hundred twenty (120) working hours per anniversary year.

3. After the tenth anniversary of active Township police service: one hundred twenty (120) working hours per anniversary year.

4. An additional eight (8) working hours for each subsequent annual anniversary year of active Township police service after ten (10) years.

5. Vacation schedules shall be approved by the Police Administration, which shall consider seniority in establishing schedules.

B. [Intentionally left blank]

C. Vacation Not Taken During The Calendar Year. Vacation time which an Officer is entitled to take off and which is denied to an Officer by the Police Administration because of manpower needs shall be carried over and taken, manpower needs permitting, by March 31 of the following year. Up to forty (40) hours of vacation time may, with the approval of the Police Administration, be carried over and taken by March 31 of the following year. The Police Administration shall apply consistent standards in acting on requests to carry over vacation time. Other vacation time not taken within the calendar year shall be waived.

D. Personal Leave. Each Officer shall receive a maximum of twenty-four (24) hours paid personal leave per year upon approval of the Police Administration, which approval will not be unreasonably withheld. Personal days or half days, may be permitted to the extent necessary for doctor appointments, dental appointments, lawyer appointments or similar essential personal business which cannot reasonably be scheduled except during the Officer's duty time. Each Officer is responsible for requesting personal leave as far in advance as the situation will reasonably permit. Personal leave may not be accumulated or carried forward.

E. Bereavement Leave. All employees shall be entitled to paid bereavement leave of five days in the case of the death of an immediate member of his/her family or spouse's family. An immediate member of the family is defined as spouse, child, parent, brother or sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. It shall also include any person who was a permanent resident in the member's

household. Two days paid bereavement leave shall be granted in the case of the death of an aunt, uncle, niece or nephew.

F. Military Leave. Upon providing a copy of the Officer's military orders in advance, an Officer shall be granted temporary leave of absence for active duty Reserve training in the military service, not to exceed fifteen (15) days in any fiscal year. During such leave, Officers shall receive the difference between the regular salary and Governmental pay.

G. Jury Duty. Any Officer serving on jury duty will receive regular earnings but is expected to report for work any time not on jury duty. Compensation paid for jury service up to \$5 per day may be retained by employee; compensation in excess of \$5 per day shall be paid over to the Township.

H. Unpaid Leaves of Absence. A leave of absence without pay may be requested by an Officer who shall submit all facts bearing on the request in writing to the Police Administration. The Police Administration will make recommendations in writing to the Township Committee which will consider the request.

XIII. Scheduling of Time Off. Each Officer shall make a request for time off, including vacation time, compensation time, or combination thereof, to the Police Administration not less than two weeks in advance if the time off requested is two or more working days. Single day off requests or less are to be made at least three (3) working days in advance. Single day off requests or less that do not require overtime are to be made at least one day in advance. The Police Administration reserves the right to cancel single day off requests (or less) if overtime will be required to cover the time off. The lack of the proper lead time (listed above) can be the sole basis for the Police Administration's rejection of the request.

XIV. Travel Expenses. The Township agrees to provide a Township vehicle whenever an Officer is required by the Police Administration to leave the Township on police business. If the Officer incurs any expense for the travel (such as tolls or parking) the Township shall reimburse on a voucher basis with receipts.

XV. Continuing Education. Due to State and Federal regulations and new technologies requiring specialized training for certain employees, the Township will, to the extent that such training is available and to the extent that funds are available, provide employees with the opportunity to receive suitable continuing education and training which will enhance their performance and contribute to Township operations.

Course of study, graduate or undergraduate college courses shall be of benefit to the Township and pre-approved (i.e., prior to commencement of course work) by the Township Committee. The Administrator will then pre-approve subsequent course work each semester.

Approval for reimbursement will be made on the following criteria and will be paid one year after the completion of the course, provided

the employee is still employed by the Township:

Equivalent of B or higher	100% reimbursement
Equivalent of C or higher	50% reimbursement
Grade below C or equivalent	No reimbursement

Officers who are matriculating at the time of the ratification of the parties' Memorandum of Agreement shall continue to be covered under the terms of the Continuing Education Article contained in the parties' 2002-2004 Agreement.

XVI. Errors and Omissions Insurance. The Township shall continue the insurance provided under Ideal Mutual Policy No. 1104 or its reasonable equivalent.

XVII. Grievance Procedure.

A. For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Township and any Officer or group of Officers with respect to the interpretation, application or violation of any provisions of this Agreement. Disciplinary action shall not be subject to the grievance procedure.

B. To provide for the expeditious and mutually satisfactory settlement of grievances, the following procedure shall be used:

Step 1. Any grievance must be presented in writing to the Police Administration within thirty (30) days of the occurrence of the event being grieved or, if the event is not immediately known, within thirty (30) days after the event is or should have been known.

The Police Administration will provide a written response to the grievance within fifteen (15) days after presentation.

Step 2. If the grievant or the FOP appeals the decision of the Police Administration, the appeal shall be presented in writing to the Township Committee or its delegated representative within ten (10) days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee or its delegated representative may give the FOP the opportunity to be heard and will give a decision in writing within thirty (30) days of receipt of the written appeal.

Step 3. a. If the FOP only wishes to further appeal, then within twenty (20) days the grievance may be referred to the Public Employment Relations Commission for the selection of an arbitrator pursuant to the rules of that Commission. The decision of the arbitrator shall be final and binding upon the parties.

b. No arbitration hearing shall be held within thirty (30) days after the decision rendered by the Township Committee or its delegated representative.

c. Officers shall have the right to process

their own grievances without representation. Any resolution reached between an unrepresented grievant and the Township shall be consistent with the terms of this Agreement, and shall be promptly conveyed in writing to the FOP.

d. The cost of the arbitrator shall be borne equally by the Township and the party who takes the appeal, but each shall be responsible for such other costs as it may incur.

XVIII. Personnel Records.

A. No more than two (2) personnel files and one (1) medical insurance file for each Officer will be maintained by the Township. If the location of these files is changed, the Police Administration will notify the FOP. These files will be kept in locked, insulated file cabinets and filed in two groups, "Active" (current employees) and "Inactive" (past employees).

B. The Township Committee, Township Administrator and Police Administration shall have access to all personnel and medical insurance files. Any Officer may, in the presence of the Administrator or Police Administration, examine his or her personnel or medical insurance file at reasonable times.

C. The Police Administration will update information for each Officer. No material may be inserted in an Officer's personnel file until the Officer is given reasonable opportunity to review the material and to comment in writing. The Officer's comments shall be included in the personnel file.

XIX. Resignation. Any Officer who wishes to resign shall submit to the Police Administration written notice of resignation at least two weeks prior to the effective date of resignation unless a shorter period of time is agreed upon by the Police Administration. Any Officer giving the required notice shall be paid for accrued unused vacation days. Any Officer failing to give such notice shall forfeit accrued benefits.

XX. Officers' Rights During Investigations. When an Officer is called to an "investigatory meeting" from which the Officer can reasonably expect to receive discipline, the Officer has the right to FOP representation if the Officer so desires, the right to be notified in advance of the subject matter of the investigatory meeting and the opportunity to confer with an FOP representative before the interview. Any action taken by the Police Administration in contravention to these principles could constitute an unfair practice charge as it could be construed as having a chilling effect on the FOP's statutory obligation of representation and/or the Officer's right to receive such representation. This paragraph is intended to reflect, but not to expand upon, the principles of In re.

XXI. Meaning and Interpretation of this Agreement.

A. This Agreement shall be interpreted under the law of the State of New Jersey and the rules and regulations of the New Jersey Public Employment Relations Commission. Pursuant to N.J.S. 34:13A-5.3, proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

B. Nothing contained in this Agreement shall alter the authority conferred by statute, administrative regulation, or, to the extent not inconsistent with this Agreement, by Township ordinance or resolution upon the Township or any Township official, or in any way abridge or reduce their authority.

C. Nothing contained in this Agreement shall be construed to deny or restrict the rights which any Officer may have under any other applicable laws and regulations.

D. If any provision of this Agreement or the application of this Agreement to any employee or group of employees is held to be contrary to law, the validity and application of the remaining provisions or to the remaining employees shall not in any way be affected or impaired, and the FOP and the Township shall meet and negotiate a substitute for the invalidated provision.

E. Nothing contained in the Agreement shall be construed to restrict the right of the Police Administration to establish or change an eight (8) hour, a twelve (12) hour, or a different shift schedule (as long as the result is substantially the same total annual working hours). If the Township eliminates the twelve (12) hour work schedule and returns to the schedule followed before this Agreement, then all of the terms and conditions set forth in the prior agreements which were suspended by this Agreement and for which this Agreement is a supplement, shall reapply in full force and effect as if there had been no change.

a. This is the entire agreement entered into between the parties and contains all the terms and conditions discussed by the parties. The parties agree that there will be no modifications to this agreement except in writing signed by both parties. Any disputes regarding terms and conditions of employment which are modified by this agreement are subject to the grievance procedure.

XXII. Duration. The term of this Agreement shall be from January 1, 2009 through December 31, 2010. If a new agreement has not been executed by December 31, 2010, then this Agreement shall continue in full force and effect until a successor agreement is executed.

ATTEST:

For the Township of Branchburg

Sharon L. Brienza
Township Clerk

John Sanford
Mayor

For the Branchburg Fraternal
Order of Police Lodge No. 14A

Authorized Representative