

**LIBRARY**  
Institute of Management and  
Labor Relations

FEB 19 1988

**RUTGERS UNIVERSITY**

CONTRACT AGREEMENT BETWEEN

Pohatcong Township  
~~THE TOWNSHIP OF POHATCONG~~

AND THE NEW JERSEY STATE

POLICEMANS BENEVOLENT ASSOCIATION

LOCAL NO. 280

FOR THE

POHATCONG TOWNSHIP POLICE DEPARTMENT

NINETEEN HUNDRED EIGHTY-SIX

NINETEEN HUNDRED EIGHTY-SEVEN

• X + covering 15, 1986 - December 31, 1987

INDEX

ARTICLE I.....RECOGNITION  
ARTICLE II.....DEFINITIONS  
ARTICLE III.....POLICEMENS RIGHTS  
ARTICLE IV.....BULLETIN BOARDS  
ARTICLE V.....SENIORITY  
ARTICLE VI.....VACATIONS  
ARTICLE VII.....HOLIDAYS  
ARTICLE VIII.....LEAVES OF ABSENCE  
ARTICLE IX.....CLOTHING  
ARTICLE X.....OVERTIME  
ARTICLE XI.....INSURANCE  
ARTICLE XII.....PENSION  
ARTICLE XIII.....SALARIES  
ARTICLE XIV.....GRIEVANCE PROCEDURE  
ARTICLE XV.....ACTION AGAINST POLICEMEN  
ARTICLE XVI.....SEPARABILITY AND SAVINGS  
ARTICLE XVII.....MANAGEMENT RIGHTS  
ARTICLE XVIII.....EXTRA CONTRACT AGREEMENTS  
ARTICLE XIX.....PRESERVATION OF PRACTICE  
ARTICLE XX.....FULLY BARGAINED PROVISIONS  
ARTICLE XXI.....WORK SCHEDULE AND SHIFT ASSIGNMENTS  
ARTICLE XXII.....TERM AND RENEWAL

ARTICLE 1  
RECOGNITION

THE GOVERNING BODY HEREBY RECOGNIZES THE PBA AS THE SOLE AND EXCLUSIVE COLLECTIVE NEGOTIATING UNIT FOR THE FULL TIME PATROLMEN, SERGEANTS, AND DETECTIVES HEREINAFTER CALLED "POLICEMAN", OF THE POHATCONG TOWNSHIP POLICE DEPARTMENT EXCLUDING THE CHIEF OF POLICE, UNDER THE NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT OF 1968 AND THE PUBLIC EMPLOYMENT RELATIONS COMMISSION FOR NEW JERSEY ESTABLISHED UNDER SUCH LAW. THIS AGREEMENT SHALL GOVERN ALL WAGES, RIGHTS, AND WORKING CONDITIONS OF THE POHATCONG TOWNSHIP POLICE DEPARTMENT SUBJECT TO ARTICLE "MANAGEMENT RIGHTS" WHICH ARE RETAINED BY THE GOVERNING BODY AND SUBJECT TO CIVIL SERVICE STATUTES, RULES AND REGULATIONS

ARTICLE II

DEFINITIONS

**EMPLOYEE:** A MEMBER OF THE FORMALLY RECOGNIZED BARGAINING UNION.

**EMPLOYER:** THE GOVERNING BODY REPRESENTED BY ITS COUNCIL OR OTHER DESIGNATED EMPLOYER REPRESENTATIVE.

**GRIEVANCE:** A DISPUTE OVER THE INTERPRETATION OR APPLICATION OF THIS AGREEMENT.

**OVERTIME:** TIME WORKED BY AN EMPLOYEE WITH THE EXPRESS AUTHORIZATION OF THE EMPLOYER IN EXCESS OF THE REGULAR DAILY WORK REQUIREMENT OF EIGHT HOURS WITHIN A TWENTY-FOUR HOUR PERIOD AND THE NORMAL FORTY HOUR WEEK WITHIN A SEVEN DAY PERIOD. OVERTIME SHALL BE DISTRIBUTED AS EQUALLY AS POSSIBLE AMONG THE EMPLOYEES.

**PBA:** NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 280.

**PROBATIONARY PERIOD:** ONE YEAR FROM THE DATE THE EMPLOYEE COMPLETES HIS INITIAL TRAINING AT POLICE TRAINING COMMISSION APPROVED ACADEMY.

**REGULAR PAY RATE:** THE EMPLOYEE'S ANNUAL, BI-WEEKLY, OR MONTHLY PAY RATE EXCLUSIVE OF OVERTIME PAY, OR ANY OTHER SPECIAL ALLOWANCES.

**SCHEDULED DUTY CHANGE:** A CHANGE IN THE NORMAL WORK SHIFT FOR WHICH AT LEAST FORTY-EIGHT HOURS NOTICE IS GIVEN.

**SENIORITY:** ACCUMULATED LENGTH OF SERVICE WITHIN THE POLICE DEPARTMENT COMPUTED FROM THE EMPLOYEES LAST DATE OF HIRE IN ACCORDANCE WITH CIVIL SERVICE RULES AND REGULATIONS.

## ARTICLE III

### POLICEMEN'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 INVOLVES THEM IN ALL MANNERS OF CONTRACTS AND RELATIONSHIPS WITH THE PUBLIC. OUT OF THESE CONTRACTS 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 CONDUCTIVE TO GOOD ORDER AND DISCIPLINE, THE FOLLOWING RULES ARE HEREBY ADOPTED;
1. THE MEMBER SHALL BE INFORMED OF THE NATURE OF THE INVESTIGATION BEFORE ANY INTERROGATION COMMENCES. IF THE INFORMANT OR COMPLAINANT IS ANONYMOUS THAN 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 PERIODS 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 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.
  5. MEMBERS COVERED HEREIN SHALL ONLY BE DISCIPLINED FOR JUST CAUSE.
  6. A MEMBER WHO IS THE SUBJECT OF A DISCIPLINARY INVESTIGATION MAY NOT BE REQUIRED TO FILE A SUPPLEMENTAL REPORT WHICH DEALS WITH THE SUBJECT MATTER OF THE INVESTIGATION UNTIL AFTER HE HAS HAD REASONABLE OPPORTUNITY TO CONSULT WITH HIS OWN ATTORNEY.

ARTICLE III CON'T.

7. MEMBERS SHALL NOT BE SUSPENDED OR SUFFER ANY LOSS IN BENEFITS EXCEPT IN ACCORDANCE WITH CIVIL SERVICE STATUTES RULES AND REGULATIONS.

- C. THE PARTIES HEREBY AGREE THAT EVERY POLICEMAN SHALL HAVE THE RIGHT TO ORGANIZE FREELY, JOIN AND SUPPORT THE PBA AND ITS AFFILIATES FOR THE PURPOSE TO ENGAGING IN COLLECTIVE NEGOTIATIONS AND OTHER CONCERTED ACTIVITIES FOR MUTUAL AID AND PROTECTION OR TO REFRAIN FROM DOING SO. THE PARTIES FURTHER AGREE THAT ANY MEMBER THAT IS NOT ASSOCIATED WITH, OR IS A MEMBER OF THE NEW JERSEY STATE POLICEMANS BENEVOLENT ASSOCIATION SHALL BE ASSESSED AN EQUAL AND FAIR SHARE OF COSTS INCURRED BY THE PBA TO EFFECTIVELY NEGOTIATE OR ARBITRATE THIS AGREEMENT. THE COSTS ASSESSED TO THOSE MEMBER(S) SHALL BE PAID DIRECTLY TO THE PBA IN A REASONABLE, TIME PERIOD UPON VALIDATION OF THIS AGREEMENT. THE PARTIES FURTHER AGREE THAT THEY SHALL NOT DIRECTLY OR INDIRECTLY DISCOURAGE OR DEPRIVE OR COERCE ANY MEMBER OR POLICEMAN IN THE ENJOYMENTS OF ANY RIGHTS CONFERRED BY CHAPTER 303, PUBLIC LAWS 1969, OR OTHER LAWS OF THE STATE OF NEW JERSEY OR THE CONSTITUTION OF THE STATE AND THE UNITED STATES OF AMERICA; THAT THEY SHALL NOT DISCRIMINATE AGAINST ANY POLICEMAN WITH RESPECT TO HOURS, WAGES OR ANY TERMS OF CONDITIONS OF EMPLOYMENT BY REASON OF HIS MEMBERSHIP ON THE PBA AND ITS AFFILIATES COLLECTIVE NEGOTIATIONS WITH THE TOWNSHIP OF POHATCONG OR HIS INSTITUTION OF ANY GRIEVANCE, COMPLAINT OR PROCEEDING UNDER THE AGREEMENT OR OTHERWISE WITH RESPECT TO ANY TERMS OR CONDITIONS OF EMPLOYMENT, OR TO REFRAIN FROM ENGAGING IN ANY OF THE ABOVE-CITED ACTIVITIES.
- D. THE PBA AGREES THERE SHALL BE NO SOLICITATION FOR MEMBERSHIP, SIGNING UP OF MEMBERS, COLLECTIONS OF INITIATION FEES, DUES, FINES, OR ASSESSMENTS, MEETINGS, OTHER PBA ACTIVITIES ON GOVERNING BODY TIME WHICH INTERFERE WITH THE WORK PROGRAM OF THE EMPLOYEE.
- E. ONE DESIGNATED REPRESENTATIVE OF THE PBA SHALL BE PERMITTED TIME OFF TO ATTEND NEGOTIATION SESSIONS. SAID REPRESENTATIVE SHALL RECEIVE APPROVAL OF THE CHIEF OF POLICE TO BE ABSENT FROM DUTY AND SHALL BE IN PROPER ATTIRE TO RESPOND TO "ON CALL" STATUS DURING NEGOTIATIONS. THE PBA SHALL INFORM THE GOVERNING BODY IN WRITING OF SUCH REPRESENTATIVE AND ANY CHANGES THERETO.

ARTICLE III CON'T.

- F. WHEN GRIEVANCE SESSIONS ARE MUTUALLY SCHEDULED DURING WORK HOURS, THE GRIEVANT AND TWO 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 REASONABLE TIME, PROVIDED A DESIGNATED SUPERIOR OFFICER OR POLICE CHIEF IS PRESENT AT THE TIME OF INSPECTION.
- H. THE STATE DELEGATE OR ALTERNATE SHALL BE GIVEN TIME OFF TO ATTEND THE ANNUAL PBA CONVENTION. SAID TIME OFF WILL NOT EXCEED FIVE DAYS.
- I. WHEN AN OPEN POSITION EXISTS ALL PROMOTIONS SHALL BE MADE FROM WITHIN THE RANKS OF THE EXISTING POLICEMEN OF THIS DEPARTMENT, WHENEVER ANY TEST FOR ANY PROMOTION PROVIDED SAME IS WITHIN THE CIVIL SERVICE RULES AND REGULATIONS.

ARTICLE IV  
BULLETIN BOARDS

THE GOVERNING BODY SHALL PERMIT THE PBA REASONABLE USE OF BULLETIN BOARDS FOR THE POSTING OF NOTICES CONCERNING PBA BUSINESS AND ACTIVITIES AND CONCERNING MATTERS DEALING WITH WELFARE OF THE EMPLOYEES. NO MATTERS OF A DEROGATORY NATURE SHALL BE INCLUDED AND ALL NOTICES SHALL BE A REASONABLE SIZE.



ARTICLE V

SENIORITY

- A. SENIORITY AS DEFINED HEREIN SHALL BE UNIFORMLY APPLIED TO ALL EMPLOYEES AND SHALL BE THE DETERMINING CRITERIA FOR PERSONNEL ASSIGNMENTS, VACATIONS, SHIFT ASSIGNMENT, DAYS OFF, TRANSFER, AND LAY OFF.
- B. EMPLOYEES SHALL BE CONSIDERED TO HAVE VESTED SENIORITY AS OF THE DATE HIRED AS A FULL TIME POLICE OFFICER. SUCH SENIORITY SHALL ACCUMULATE UNTIL SEPARATION, AND SHALL CONTINUE DURING ALL PERIODS OF VACATIONS, SICK LEAVE, DISABILITY OR OTHER LEAVE AS PROVIDED HEREIN OR IN ACCORDANCE WITH LAW. PART TIME EMPLOYMENT IS EXCLUDED FROM SENIORITY.

ARTICLE VI

VACATIONS

A. ALL MEMBERS SHALL BE GRANTED VACATION LEAVE WITH PAY AS FOLLOWS:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE</u>
UP TO ONE (1) YEAR OF SERVICE	1 WORKING DAY PER MONTH
AFTER ONE (1) YEAR OF SERVICE	12 WORKING DAYS PER YEAR
AFTER FIVE (5) YEARS OF SERVICE	15 WORKING DAYS PER YEAR
AFTER TWELVE (12) YEARS OF SERVICE	20 WORKING DAYS PER YEAR
AFTER TWENTY (20) YEARS OF SERVICE	25 WORKING DAYS PER YEAR

B. ALL REFERENCES ABOVE TO YEARS SHALL MEAN YEARS OF SERVICE CALCULATED FROM DATE OF ENLISTMENT, AND ALL VACATIONS LEAVE SHALL VEST AT THE BEGINNING OF THE YEAR OF SERVICE.

C. VACATION DAYS THAT ARE NOT EXPIRED BY DECEMBER 31 MAY BE ACCUMULATED INTO THE FOLLOWING YEAR. THE MEMBER WILL HAVE A CHOICE OF SUCH ACCUMULATION OR BE PAID FOR DAYS EARNED UP TO ONE YEAR AND AT THE DISCRETION OF THE CHIEF OF POLICE.

D. EACH MEMBER SHALL ALSO RECEIVE TWO PERSONAL DAYS OF HIS OWN CHOOSING EACH YEAR UPON GIVING HIS IMMEDIATE SUPERIOR AT LEAST TWENTY-FOUR HOURS NOTICE.

E. UPON A MEMBERS RETIREMENT FROM THE DEPARTMENT, FULL VALUE OF UN-USED VACATION SHALL BE PAID TO THAT MEMBER. A MEMBER WHOS ENLISTMENT HAS TERMINATED BY ANY OTHER MEANS SHALL RECEIVE PAY FOR UN-USED AND EARNED VACATION DAYS PRO-RATED.

ARTICLE VII

HOLIDAYS

A. EMPLOYEES SHALL RECEIVED THE FOLLOWING PAID HOLIDAYS:

- 1) NEW YEARS DAY.....JANUARY 1
- 2) LINCOLNS BIRTHDAY.....FEBRUARY 12
- 3) WASHINGTONS BIRTHDAY.....FEBRUARY 22
- 4) GOOD FRIDAY.....
- 5) MEMORIAL DAY.....MAY 30
- 6) INDEPENDENCE DAY.....JULY 4
- 7) LABOR DAY.....SEPTEMBER 1
- 8) COLUMBUS DAY.....OCTOBER 12
- 9) GENERAL ELECTIONS.....
- 10) VETERANS DAY.....NOVEMBER 11
- 11) THANKSGIVING DAY.....NOVEMBER 27
- 12) FRIDAY AFTER THANKSGIVING.....NOVEMBER 28
- 13) CHRISTMAS DAY.....DECEMBER 25
- 14) MARTIN LUTHER KING DAY.....JANUARY 20

HOLIDAYS WILL BE CONSIDERED TO BE TRADITIONAL INSTEAD OF THE  
LEGAL HOLIDAY.

B. ANY EMPLOYEE REQUIRED TO WORK ON ANY OF THE ABOVE ENUMERATED HOLIDAYS  
SHALL BE ENTITLED, IN ADDITION TO HIS REGULAR SALARY, TIME AND ONE-  
HALF FOR ALL HOURS WORKED.

C. EACH MEMBER WILL RECEIVE HOLIDAY PAY AT THE END OF THE GIVEN YEAR IN  
ONE SUM AND SHALL BE CALCULATED IN ACCORDANCE WITH SUB-SECTIONS A AND B  
OF THIS ARTICLE.

ARTICLE VIII  
LEAVES OF ABSENCE

A. LEAVE

ANY AND ALL REQUESTS BY A MEMBER FOR LEAVE WITHOUT PAY SHALL BE GOVERNED BY THE APPLICABLE CIVIL SERVICE RULES AND REGULATIONS IN EFFECT AT THE TIME OF SAID MEMBERS REQUEST.

B. SICK LEAVE

SICK LEAVE IS DEFINED TO MEAN: ABSENCE FROM DUTY OF A MEMBER BECAUSE OF ILLNESS OR INJURY BY REASON OF WHICH SUCH MEMBER IS UNABLE TO PERFORM THE USUAL DUTIES OF HIS POSITION OR HIS EXPOSURE TO A CONTAGIOUS DISEASE. SICK LEAVE SHALL NOT BE INTERPRETED AS INCLUDING AN EXTENDED PERIOD WHERE THE MEMBER SERVES AS NURSE OR HOUSE KEEPER DURING A PROTRACTED ILLNESS OF A MEMBER OF THE FAMILY. AFTER TWO CONSECUTIVE DAYS SICK LEAVE, A CERTIFIED DOCTORS EXCUSE MUST BE GIVEN TO THE CHIEF OF POLICE UPON RETURNING TO WORK AT THE CHIEF OF POLICE REQUEST.

EACH MEMBER SHALL BE ENTITLED TO THE FOLLOWING SICK LEAVE PER YEAR:

(UP TO ONE YEAR OF SERVICE).....12 WORKING DAYS PER YEAR EARNED  
AT A RATE OF ONE DAY PER MONTH.  
(AFTER ONE YEAR OF SERVICE).....15 WORKING DAYS PER YEAR AT THE  
RATE OF ONE AND ONE QUARTER PER  
MONTH ACCURED ON JANUARY 1 DATE  
YEAR.

MEMBERS WHO BECOME ILL OR INJURED DURING THE PERFORMANCE OF THEIR DUTIES WHO REQUIRE SICK LEAVE, BUT DO NOT MEET THE CRITERIA OF WORKMANS COMPENSATION, WHERE THE SICK DAYS USED WOULD ORDINARILY BE RETURNED TO THE MEMBER WILL RECEIVE THAT LEAVE WITHOUT PENALTY TO HIS ACCUMULATED SICK LEAVE. UNUSED SICK DAYS SHALL ACCUMULATE FROM YEAR TO YEAR WITHOUT LIMITATION. AT THE TIME OF RETIREMENT A FULL TIME MEMBER SHALL RECEIVE CREDIT OR CASH FOR THE FULL VALUE OF EARNED SICK DAYS LIMITED TO 120 DAYS.

C. FUNERAL LEAVE

MEMBERS SHALL RECEIVE THE FOLLOWING SCHEDULE OF LEAVE IN THE EVENT OF A DEATH IN THE FAMILY.

DEATH OF A SPOUSE OR CHILD	5 WORKING DAYS
PARENT	5 WORKING DAYS
MOTHER OR FATHER-IN-LAW	3 WORKING DAYS
GRANDPARENT	3 WORKING DAYS
BROTHER OR SISTER	3 WORKING DAYS

IN THE EVENT OF A DEATH IN AN OFFICER'S FAMILY NOT SPECIFICALLY MENTIONED, TIME OFF MAY BE GRANTED WITH THE APPROVAL OF THE POLICE CHIEF OR GOVERNING BODY.

ARTICLE IX

CLOTHING

- A. THE GOVERNING BODY WILL PROVIDE ALL EMPLOYEES WITH UNIFORMS. THE GOVERNING BODY WILL PAY FOR CLEANING OF THE UNIFORM OF THE DAY. IF ANY PART OF THE EMPLOYEES UNIFORM AND/OR PERSONAL EFFECTS IS DESTROYED IN THE LINE OF DUTY, IT SHALL BE THE RESPONSIBILITY OF THE GOVERNING BODY TO REPLACE SAME UPON APPROVAL OF THE POLICE CHIEF, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. THIS ARTICLE COVERS PERSONAL EFFECTS USED WHILE ON DUTY, AND APPROVED BY THE CHIEF OF POLICE VIA STANDARD OPERATING PROCEDURE OR DIRECTIVE OF THE POHATCONG TOWNSHIP POLICE DEPARTMENT.

ARTICLE X  
OVERTIME

- A. OVERTIME SHALL BE DEFINED AS TIME WORKED BY AN EMPLOYEE WITH THE EXPRESS AUTHORIZATION OF THE EMPLOYER IN EXCESS OF THE REGULAR DAILY WORK REQUIREMENT OF EIGHT HOURS WITHIN A TWENTY-FOUR HOUR PERIOD PER DAY AND THE NORMAL FORTY HOUR WORK WEEK WITHIN A SEVEN DAY PERIOD. OVERTIME SHALL BE DISTRIBUTED AS EQUALLY AS POSSIBLE AMONG THE EMPLOYEES. OVERTIME SHALL BE COMPENSATED AT THE RATE OF ONE AND ONE-HALF TIMES THE HOURLY RATE TO BE DETERMINED BY DIVISION OF BASE ANNUAL SALARY BY 2080 HOURS.
- B. FOR APPEARANCE IN ANY AND ALL COURTS, EACH EMPLOYEE SHALL BE GUARANTEED A MINIMUM OF ONE HOUR PAY AT TIME AND ONE-HALF FOR EACH APPEARANCE IN THE EVENT THAT HE IS REQUIRED TO APPEAR FOR LESS THAN ONE HOUR. SHOULD HE APPEAR FOR MORE THAN ONE HOUR, HE SHALL BE COMPENSATED AT TIME AND ONE-HALF RATE FOR THE AMOUNT OF TIME SO REQUIRED EXCEPT THAT IF AN EMPLOYEE IS ON DUTY THEN HE WILL RECEIVE HIS REGULAR PAY.
- C. ALL OVERTIME PAY WILL BE INCLUDED IN THE PAY PERIOD WORKED AND PAID TO THE EMPLOYEE ON THE NEXT SCHEDULED PAY DATE.
- D. FOR EMERGENCY CALL-OUT SITUATIONS INVOLVING A NON-SCHEDULED EMPLOYEE SAID EMPLOYEE WILL BE GUARANTEED A MINIMUM OF ONE (1) HOUR PAY AT TIME AND ONE-HALF HIS REGULAR RATE.

ARTICLE XI

INSURANCE

- A. THE GOVERNING BODY SHALL PROVIDE FULL COVERAGE HEALTH, LIFE, AND ACCIDENT INSURANCE TO MEMBERS COVERED BY THIS CONTRACT. A COPY OF THE POLICIES AND COVERAGE WILL BE GIVEN TO EACH EMPLOYEE.

ARTICLE XII

PENSION

THE EMPLOYER SHALL PROVIDE PENSION AND RETIREMENT BENEFITS TO EMPLOYEES COVERED BY THIS AGREEMENT PURSUANT TO PROVISIONS OF THE STATUTES AND LAWS OF THE STATE OF NEW JERSEY.



ARTICLE XIII

SALARY

EFFECTIVE JANUARY 1, 1986, THE FOLLOWING SALARY SCHEDULE SHALL BE IMPLEMENTED FOR THE POSITIONS OF SERGEANT, PATROLMAN FIRST CLASS, PATROLMAN SECOND CLASS, AND PATROLMAN TRAINEE:

SERGEANT	\$24,102.00
PATROLMAN FIRST CLASS	\$22,575.00
PATROLMAN SECOND CLASS	\$17,000.00
PATROLMAN TRAINEE	\$15,000.00

EFFECTIVE JANUARY 1, 1987, THE FOLLOWING SALARY SCHEDULE SHALL BE IMPLEMENTED FOR THE POSITIONS OF SERGEANT, PATROLMAN FIRST CLASS, PATROLMAN SECOND CLASS, AND PATROLMAN TRAINEE:

SERGEANT	\$26,102.00
PATROLMAN FIRST CLASS	\$24,575.00
PATROLMAN SECOND CLASS	\$17,000.00
PATROLMAN TRAINEE	\$15,000.00

ANY EMPLOYEE ASSIGNED AS A DETECTIVE SHALL RECEIVE \$825.00 PER ANNUM IN ADDITION TO HIS BASE SALARY. SUCH ADDITIONAL COMPENSATION SHALL BE PAID DURING THE FIRST PAY PERIOD IN DECEMBER.

AN EMPLOYEE SHALL ADVANCE TO THE RANK OF PATROLMAN SECOND CLASS, ONE YEAR FROM THE DATE OF HIRE, AND TO PATROLMAN FIRST CLASS, TWO YEARS FROM DATE OF HIRE BY APPROVAL OF THE CHIEF OF POLICE AND/OR POLICE COMMISSIONER OR AFTER TWO YEARS UPON GRADUATION FROM AN APPROVED POLICE ACADEMY.

ARTICLE XIV  
GRIEVANCE PROCEDURE

A. PURPOSE

THE PURPOSE OF THIS PROCEDURE IS TO SECURE AT THE LOWEST POSSIBLE LEVEL AN EQUITABLE SOLUTION TO THE PROBLEMS WHICH MAY ARISE AFFECTING THE ITEMS 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

GRIEVANCES ARE DEFINED AS ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES WITH RESPECT TO THE INTERPRETATION, APPLICATION OR VIOLATION OF POLICIES, AGREEMENTS, AND ADMINISTRATIVE DECISIONS AFFECTING EMPLOYEES.

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 ITS ENTIRTY UNLESS ANY STEP IS WAIVED BY MUTUAL CONSENT OF THE PARTIES.

STEP ONE:

- a. AN AGGRIEVED EMPLOYEE SHALL INSTITUTE ACTION UNDER THE PROVISIONS HEREOF WITHIN TEN DAYS OF THE ACT BEING GRIEVED BY FORMALLY IN WRITING, ADVISING HIS IMMEDIATE SUPERIOR. AN EARNEST EFFORT SHALL BE MADE TO SETTLE THE GRIEVANCE. FAILURE TO ACT WITHIN THE SAID TEN DAYS SHALL BE DEEMED TO CONSTITUTE AN ABANDONMENT AND WAIVER OF THE GRIEVANCE. THE IMMEDIATE SUPERIOR SHALL RENDER A DECISION WITHIN TWO DAYS AFTER RECEIPT OF THE GRIEVANCE.

STEP TWO:

- a. IN THE EVENT THE GRIEVANCE IS NOT SETTLED BY STEP ONE, THE GRIEVANCE SHALL BE REDUCED TO WRITING BY THE GRIEVANT SETTING FORTH THE NATURE OF THE GRIEVANCE, THE FACTS UPON WHICH IT IS BASED, THE PROVISION OF THE AGREEMENT ALLEGEDLY VIOLATED, AND THE REMEDY REQUESTED, SIGNED BY HIM, AND FILED WITH THE CHIEF OF POLICE, OR OTHER EMPLOYER DESIGNATED IN STEP ONE. THE CHIEF OF POLICE, OR OTHER EMPLOYER DESIGNATED REPRESENTATIVE, SHALL RENDER A DECISION IN WRITING WITHIN SEVEN DAYS FROM THE RECEIPT OF THE GRIEVANCE.

ARTICLE XIV CON'T.

STEP THREE:

- a. IN THE EVENT THAT THE GRIEVANCE IS NOT SETTLED BY STEP TWO, THEN WITHIN TWO DAYS FOLLOWING THE DETERMINATION OF THE CHIEF OF POLICE, OR OTHER EMPLOYER DESIGNATED REPRESENTATIVE, THE MATTER SHALL BE FILED WITH THE TOWN COUNCIL, WHO SHALL RENDER A DECISION IN WRITING WITHIN TEN DAYS FROM THE RECEIPT OF THE GRIEVANCE.

STEP FOUR:

- a. IN THE EVENT THAT THE GRIEVANCE IS NOT RESOLVED BY STEP THREE, THEN WITHIN TEN DAYS FOLLOWING THE DETERMINATION BY THE GOVERNING BODY THE MATTER SHALL BE SUBMITTED BY THE PBA AND THE GOVERNING BODY TO BINDING ARBITRATION PURSUANT TO THE AMERICAN ARBITRATION ASSOCIATION.
- b. HOWEVER, NO ARBITRATION HEARING SHALL BE SCHEDULED SOONER THAN THIRTY DAYS AFTER THE FINAL DECISION OF THE GOVERNING BODY. IN THE EVENT THE AGGRIEVED ELECTS TO PURSUE CIVIL SERVICE PROCEDURES, THE ARBITRATION HEARING SHALL BE CANCELLED AND THE MATTER WITHDRAWN FROM ARBITRATION.
- c. THE ARBITRATOR SHALL BE BOUND BY THE PROVISIONS OF THIS AGREEMENT AND 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.
- d. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING.
- e. THE COST OF THE SERVICES OF THE ARBITRATOR SHALL BE BORNE EQUALLY BY THE GOVERNING BODY 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 LIMITS SET OUT HEREIN SHALL BE STRICTLY ADHERED TO, AND THE 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.

ARTICLE XV  
ACTIONS AGAINST POLICEMAN

THE GOVERNING BODY SHALL PROVIDE FULL SERVICES AS REQUIRED BY STATE LAW WHERE ACTIONS ARE BROUGHT AGAINST POLICEMEN. THE GOVERNING BODY WILL PROVIDE ALL POLICEMEN WITH FALSE ARREST INSURANCE AND VICARIOUS LIABILITY.

ARTICLE XVI  
SEPARABILITY AND SAVINGS

IF ANY PROVISION OF THE AGREEMENT OR ANY APPLICATION OF THIS AGREEMENT TO ANY EMPLOYEE, MEMBER OR GROUP OF EMPLOYEES OR MEMBER IS HELD TO BE INVALID BY OPERATION OF LAW, BY ANY COURT, ADMINISTRATIVE BODY OR OTHER TRIBUNAL OF COMPETENT JURISDICTION, THEN THE PARTIES AGREE TO REOPEN NEGOTIATIONS WITH RESPECT TO SUCH INVALID PROVISION, PROVIDED THE PROVISION IS OF AN ECONOMIC NATURE, CONSISTENT WITH THE LAW RELATING TO NEGOTIATIONS AND INTEREST ARBITRATION AS SET FORTH IN N.J.S.A. 34:13A-et seq.; HOWEVER, ALL OTHER PROVISIONS AND APPLICATIONS CONTAINED HEREIN SHALL CONTINUE IN FULL FORCE AND EFFECT, AND SHALL NOT BE AFFECTED THEREBY.

ARTICLE XVII  
MANAGEMENT RIGHTS

- A. THE GOVERNING BODY HEREBY RETAINS AND RESERVES UNTO ITSELF, WITHOUT LIMITATION, ALL POWERS, RIGHTS, AUTHORITY, DUTIES, AND RESPONSIBILITIES CONFERRED UPON AND VESTED IN IT PRIOR TO THE SIGNING OF THIS AGREEMENT BY THE LAWS AND CONSTITUTION OF THE STATE OF NEW JERSEY, AND OF THE UNITED STATES, INCLUDING BUT WITHOUT LIMITING THE GENERALLY 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.
  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 OR RESPONSIBILITIES OF THE BODY, THE ADOPTION OF POLICIES, RULES, REGULATIONS, AND PRACTICES AND THE FUTURE THEREOF, AND THE USE OF JUDGEMENT AND DISCRETION IN CONNECTION THEREWITH, SHALL BE LIMITED ONLY BY THE SPECIFIC AND EXPRESS TERMS OF THIS AGREEMENT AND APPLICABLE LAW.

ARTICLE XVIII  
EXTRA CONTRACT AGREEMENTS

THE GOVERNING BODY AGREES NOT TO ENTER INTO ANY OTHER AGREEMENT OF 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 XIX  
PRESERVATIONS OF PRACTICES

THE EMPLOYER AGREES THAT ALL THE BENEFITS, TERMS AND CONDITIONS OF EMPLOYMENT RELATING TO THE STATUS OF POLICE OFFICERS, WHICH BENEFITS, TERMS AND CONDITIONS OF EMPLOYMENT ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, SHALL BE MAINTAINED AT NOT LESS THAN THE HIGHEST STANDARDS IN EFFECT AT THE TIME OF THE COMMENCEMENT OF COLLECTIVE BARGAINING NEGOTIATIONS BETWEEN THE PARTIES LEADING TO THE EXECUTIONS OF THIS AGREEMENT.

UNLESS A CONTRARY INTENT IS EXPRESSED IN THIS AGREEMENT, ALL EXISTING BENEFITS, RIGHTS, DUTIES, OBLIGATIONS, AND CONDITIONS OF EMPLOYMENT APPLICABLE TO ANY POLICE OFFICER PURSUANT TO ANY RULES, REGULATIONS, INSTRUCTIONS, DIRECTIVE, MEMORANDUM, STATUE OR OTHERWISE SHALL NOT BE LIMITED, RESTRICTED, IMPAIRED, REMOVED OR ABOLISHED.



ARTICLE XX  
FULLY BARGAINED PROVISIONS

THIS AGREEMENT SHALL NOT BE MODIFIED IN WHOLE OR IN PART BY THE PARTIES  
EXCEPT BY AN INSTRUMENT IN WRITING DULY EXECUTED.

ARTICLE XXII  
TERM AND RENEWAL

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT RETROACTIVELY AS OF 1201 AM FEBRUARY 15, 1986 AND SHALL REMAIN IN EFFECT TO AND INCLUDING DECEMBER 31, 1987 WITHOUT ANY REOPENING DATE. THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT FROM YEAR TO YEAR THEREAFTER UNTIL A NEW CONTRACT IS AGREED UPON, OR, ONE PARTY OR THE OTHER GIVES NOTICE IN WRITING NO SOONER THAN ONE HUNDRED FIFTY DAYS NOR LATER THAN NINETY DAYS PRIOR TO THE EXPIRATION DATE OF THE AGREEMENT OF A DESIRE TO CHANGE, MODIFY OR TERMINATE THIS AGREEMENT. IN THE EVENT SUCH WRITTEN NOTICE IS GIVEN, AND A NEW AGREEMENT, SAID AGREEMENT IS TO CONTINUE IN FULL FORCE AND EFFECT UNTIL A NEW AGREEMENT IS SIGNED, UNLESS PRIOR TO DECEMBER 31, 1987 THERE SHALL BE A DISSOLUTION OF THE POHATCONG TOWNSHIP POLICE DEPARTMENT.

IN WITNESS WHEREOF: THE PARTIES BY THEIR AUTHORIZED REPRESENTATIVES  
HAVE HEREUNTO SET THEIR HANDS AND SEALS  
THIS 15<sup>th</sup> DAY OF April, 1986.

TOWNSHIP OF POHATCONG, WARREN COUNTY, STATE OF NEW JERSEY:

Anthony Vangeli  
ANTHONY VANGELI

Neil B. Corley  
NEIL B. CORLEY

Robert W. Bullock  
ROBERT BULLOCK

NEW JERSEY STATE POLICEMANS BENEVOLENT ASSOCIATION LOCAL 280:

Christoph P. Broubalow  
CHRISTOPH P. BROUBALOW

Robert M. South  
ROBERT M. SOUTH

Paul M. ...  
Township Clerk