

COLLECTIVE BARGAINING AGREEMENT

Between

TOWNSHIP OF READINGTON

and

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 317

(SERGEANTS)

JANUARY 1, 2009 THROUGH DECEMBER 31, 2011

Prepared by:

**FISHER & PHILLIPS LLP
Corporate Park III
580 Howard Avenue
Somerset, New Jersey 08873
(732) 560-7100
Attorneys for Readington Township**

**METS & SCHIRO LLP
P.O. Box 668
Woodbridge, New Jersey 07095
(732) 636-0040
Attorneys for PBA Local 317**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	4
I.	RECOGNITION	5
II.	DUES DEDUCTION.....	6
III.	ACCESS TO PERSONNEL FOLDERS	7
IV.	GRIEVANCE PROCEDURE.....	8
V.	OUTSIDE EMPLOYMENT.....	11
VI.	HOSPITAL, MEDICAL, SURGICAL AND DENTAL INSURANCE PLUS PRESCRIPTION PLAN	12
VII.	SICK LEAVE	13
VIII.	DISABILITY	15
IX.	HOLIDAYS	16
X.	VACATION LEAVE.....	17
XI.	LEAVES OF ABSENCE.....	19
XII.	PERSONAL DAYS	20
XIII.	HOURS OF WORK AND OVERTIME.....	21
XIV.	EDUCATION AND TRAINING	24
XV.	SALARY.....	26
XVI.	FALSE ARREST INSURANCE	27
XVII.	LONGEVITY PLAN.....	28
XVIII.	UNIFORM ALLOWANCE.....	29
XIX.	MILEAGE.....	30
XX.	MANAGEMENT RIGHTS	31

<u>ARTICLE</u>	<u>PAGE</u>
XXI.	SENIORITY32
XXII.	LEGAL REPRESENTATION AND LEGAL FEES33
XXIIa.	DETECTIVE/INVESTIGATIVE UNIT34
XXIII.	ASSOCIATION RIGHTS35
XXIV.	MISCELLANEOUS36
XXV.	GENERAL PROVISIONS37
XXVI.	SAVINGS CLAUSE.....38
XXVII.	FULLY BARGAINED PROVISION.....39
XXVIII.	DURATION.....40

PREAMBLE

This Agreement entered into by the Township of Readington, hereinafter referred to as the "Township" and the New Jersey State Policemen's Benevolent Association, Hunterdon County, Local No. 317, hereinafter referred to as the "P.B.A." has as its purpose the promotion of harmonious employee relations between the Township and the P.B.A., the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of the salaries, wages, hours of work and other terms and conditions of employment.

ARTICLE I

RECOGNITION

A. The Township recognizes the P.B.A. as the sole and exclusive representative of those members of the P.B.A. covered by this Agreement for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment.

B. The Township will not negotiate any other or additional terms and conditions of employment including those expressed in this Agreement with any other individual or group of employees covered by this Agreement.

C. Those employees covered by this Agreement shall include all full-time permanent sergeants employed by the Township, excluding the rank of Police Officer and all other superior officers.

D. An employee shall be permanent upon the completion of six months satisfactory service after promotion.

ARTICLE II

DUES DEDUCTION

The Township agrees to deduct from the regular pay of any employee covered by this Agreement the dues of P.B.A. No. 317 as requested by the individual employee and further agrees to transmit such dues on behalf of the individual employee to the P.B.A.

ARTICLE III

ACCESS TO PERSONNEL FOLDERS

A. A separate personal history file shall be established and maintained for each officer covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of Chief of Police. No other file, document or dossier of personnel records will be maintained, official or otherwise, by any person, for any reason whatsoever, except for payroll, insurance claims, pension records, sick leave, and vacation time which shall be kept in the Clerk's Office.

B. Unless an ongoing investigation is taking place, no document or report shall be placed in an officer's personnel file without prior notice to the officer. In the case of derogatory material, the officer shall have the opportunity to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The officer shall also have the right to submit a written answer to such derogatory material and his answer shall be reviewed by the Chief of Police, or his designee, and attached to the file copy.

C. Any officer shall have the right to inspect his complete personnel file upon reasonable notice and at reasonable times upon request, except during an investigation. A representative of the P.B.A. may be present when requested by the officer concerned. An officer shall have the right to review the contents of his personnel file and to indicate those documents which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Chief of Police, or his designee, and shall be destroyed if deemed appropriate. Disputes over the retention of said documents may be processed through the contractual grievance procedure commencing at Step 2.

D. Each regular written evaluation of work performance, where made, shall be made available to the employee, and shall be reviewed in the employee's presence and evidence of such review shall be the signature of the employee on the evaluation form. Such signature shall not be construed as agreement with any item appearing in such report.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the employer. The employer shall notify the P.B.A. of any resolution or adjustment resulting from such discussions.

B. Definition

1. With regard to employees, the term “grievance” as used herein means an appeal by an individual employee or the P.B.A. on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the employer, the term “grievance” as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. The term “grievance” as used herein shall not refer to any matter which was, or which could have been, raised at the bargaining table during the negotiations that led to the instant Agreement.

3. The term “grievance” as used herein shall not refer to any matter governed by Article XX, Section B of this Agreement.

4. With respect to employee grievances, no grievance may proceed beyond Step 1 herein unless it constitutes a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 1 herein.

C. Steps of the Grievance Procedure

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

Step 1

(a) An aggrieved employee, the P.B.A. on behalf of an aggrieved employee or employees, or the Township shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police, for the purpose of resolving the matter informally. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of Police or his designee shall render a written decision within fifteen (15) calendar days after the receipt of the grievance.

Step 2

(a) In the event the grievance has not been resolved in or at Step 1, the employee or the P.B.A. shall, in writing and signed, file the grievance with the Township Committee within five (5) calendar days following the determination at Step 1.

(b) The Township Committee shall render a written decision within fifteen (15) calendar days from receipt of the grievance.

Step 3

(a) In the event the grievance has not been resolved in or at Step 2, the matter may be referred to arbitration as hereinafter provided.

(b) In the event that the Township or the P.B.A. desires to submit a grievance to arbitration, the following procedure shall be followed:

1. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within fifteen (15) calendar days following receipt of the Township Committee's determination.

2. The party demanding arbitration shall request the Public Employment Relations Commission (PERC) to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of the Public Employment Relations Commission.

3. The costs of the services of the arbitrator shall be borne by the Township and the P.B.A.

4. The arbitrator shall be bound by the provisions of this Agreement and by applicable laws of the State of New Jersey and of the United States, and decisions of the Courts of the State of New Jersey and the United States. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case. 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. In rendering his written decision, the arbitrator shall indicate his findings of fact and reasons for making the

award. The decision of the arbitrator shall be final and binding upon the parties subject to applicable judicial or administrative proceedings.

5. Any expenses other than the cost for the services of the arbitrator, including but not limited to presentation of witnesses, shall be borne by the party incurring the same.

D. A failure to respond at any step in this procedure by the Township or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next Step.

E. Time limits may be extended by the parties by mutual written agreement.

F. The Township reserves the right to file in writing a grievance on its behalf with the executive board of the P.B.A. which shall conduct a conference with the representatives of the Township within ten (10) days of filing of the grievance, and said conference representatives shall render a joint written determination within fifteen (15) days of the conference.

ARTICLE V

OUTSIDE EMPLOYMENT

A. Prior to engaging in any outside business or employment, the member or employee shall request permission to do so from the Chief of Police in writing, whose consent shall not be unreasonably withheld. Any outside employment must not interfere with an employee's efficiency or constitute any conflict of interest.

B. Approved outside employment shall be subject to the following rules:

1. The employee shall provide the Chief of Police on a weekly basis the actual number of hours worked each day during the preceding week in an outside (non-municipal) business or employment.

2. Should the employee have the type of outside employment or business where his hours remain constant, he may provide the hours of anticipated outside work once and only report again, should the hours change.

3. Should the outside employee be provided with a definite work schedule prior to his work period (i.e., beginning of the month or beginning of the week) a copy of this may be provided in lieu of a report at the end of the week.

ARTICLE VI

HOSPITAL, MEDICAL, SURGICAL AND DENTAL INSURANCE PLUS PRESCRIPTION PLAN

A. Current hospital, medical, surgical and dental insurance benefits, plus prescription drug policy, will be provided to each employee and will be continued for the duration of this Agreement at the sole expense of the Township.

B. A prescription drug plan will be provided under the existing State Health Benefits Plan which currently provides for a one dollar (\$1.00) co-pay for generic brands, a five dollar (\$5.00) co-pay for name brands, and a five dollar (\$5.00) co-pay for mail-in. The co-pay amounts are subject to change in accordance with any changes made under the State Health Benefits Plan.

C. Each employee shall be given a booklet describing his health and pension benefits in detail. Each employee shall receive copies of the respective insurance policies, instructions on making claims, forms where available, and identification cards, where applicable.

D. The Township may change insurance carriers provided substantially similar benefits are provided and that there are no costs assessed against the employee.

ARTICLE VII

SICK LEAVE

A. The employer agrees that the employee shall receive a total of twelve (12) sick days per year for each full year worked in Readington Township. Any day or days taken off for other than work-related illness or injury will be deducted from the cumulative leave. Special consideration may be applied for by written application to the Chief of Police, who shall then make a written report and recommendation to the Township Committee for any prolonged illness:

Prorated:

1. Any full-time employee having worked six (6) months but less than a full year, may receive an allowance of six (6) paid sick days, to be paid at straight time for the first six (6) only and shall be prorated on the length of service.

2. Sick time allowance is granted only for an employee's sickness or injury not work related and cannot be taken for any other reason except as related within this section.

3. Compensable illness or injury (as determined by the Division of Workmen's Compensation): Employees will be paid the difference between compensation payment and full salary.

B. Employees unable to report for duty because of sickness or injury shall make an immediate report to their commanding officer or desk in person or by telephone.

C. Conversion of Sick Days: In any one year, a full-time employee who does not use his/her twelve (12) sick days during that year may be paid for the balance of the first six (6) unused sick days at straight time rates based on the regular hours worked (12 hour work day = 12 hour sick pay, 8 hour work day = 8 hour sick pay.) Payment will be made at the end of the fiscal year as a separate check.

D. Sick days shall be cumulative to a maximum of ninety (90) days.

E. The following reasons shall be construed as being allowable sick days:

1. Absence of any employee from duty because of a personal illness or injury by reason of which such employee is unable to perform the usual duties of his or her position.

2. Exposure to contagious disease by reason that such employee is placed under quarantine by a duly constituted health authority.

F. Absence from duty, without just cause, for five (5) consecutive days shall constitute termination of employment. N.J.S.A. 40A: 14-122.

G. Physician's Statement:

1. When deemed necessary by the Chief of Police, the employee on such sick leave in excess of three (3) consecutive days shall provide a certified physician's statement attesting to such illness upon return to work, which statement is to be paid for by the employee.

2. Abuse of sick leave shall be cause for disciplinary action and the Chief of Police may require a physician's certificate at any time when it appears reasonable under the circumstances. If such certification is required for circumstances other than sick leave in excess of three (3) consecutive days, the certified physician's statement shall be paid for by the Township.

3. In the event the Township directs an officer to a physician while the officer is on sick leave and said officer states that he is too ill to travel by himself, the Township shall provide transportation to the physician.

H. Employees, while rendering aid to another community at the direction of their superiors, or while rendering aid in another community, whether on duty or off duty, as long as such conduct was within the scope and duties of a law enforcement officer, shall be fully covered by Workmen's Compensation and Liability Insurance and Pensions as provided by State law.

I. The determination as to whether or not an injury or illness was sustained in the performance of duty, shall be in accordance with the findings of the Division of Workmen's Compensation, or in the event that such findings are appealed to the Courts, upon the findings of the courts of the State of New Jersey.

J. Upon retirement, the employer shall pay the officer for any sick leave accrued but unpaid at one-half (1/2) of his/her then current rate of pay up to a maximum of 720 hours.

ARTICLE VIII

DISABILITY

A. The Township will pay an employee his full salary for non-job related disability which prevents the employee from performing his duties, provided the following four conditions are met:

1. Employee must have five (5) years continuous employment with the Township.
2. The employee must exhaust both accumulated sick leave and vacation days prior to receiving benefit.
3. The employee must apply for workmen's compensation benefits against the second employer if the injury is related to the second job.
4. The employee must turn over all temporary disability payments to the Township received during the three (3) months he is receiving pay from the Township hereunder.

B. In addition to the present health care insurance coverage, the employer will join the Temporary Disability State Benefits Plan, the cost of which will be borne equally by the employer and employee. This will become effective after an officer has exhausted all accumulated sick and vacation time and three (3) months disability coverage by the Township (Sections A2, 3 and 4.)

ARTICLE IX

HOLIDAYS

A. Effective January 1, 2005, and continuing thereafter for the duration of this contract, each officer shall receive twelve (12) paid holidays annually. This payment shall be in lieu of any payment for working a holiday and in the event an officer is normally scheduled to work on a holiday, the officer shall receive no additional compensation for working that holiday.

1. Holiday pay shall be calculated as follows:
(salary as set forth in Article XV divided by 180 multiplied 12)
2. Holiday pay shall be paid equally in each paycheck and shall be considered and reported as base salary for pension calculation purposes.
3. Holiday pay will not be included in the calculations of an officer's regular rate for purposes of overtime.
4. Officers required to work on Thanksgiving Day and/or Christmas Day will be paid their base pay plus payment at their regular rate of pay for hours actually worked for such holiday.

B. The provisions of Article IX, Sections A through G of the previous Collective Bargaining Agreement (January 1, 2001 through December 31, 2003) shall govern the calculation and payment of Holiday pay for calendar year 2004.

C. Effective January 1, 2005, the provisions of Section A of Article IX (as set forth above) shall supersede the provisions of Article IX, Sections A through G of the previous Collective Bargaining Agreement (January 1, 2001 through December 31, 2003). Any Holiday payments that have been made to any officer in 2005 under the provisions of Article IX, Sections A through G of the previous Collective Bargaining Agreement (January 1, 2001 through December 31, 2003), shall be credited against the payments due in 2005 under Section A above.

ARTICLE X

VACATION LEAVE

A. Full-time and salaried employees are authorized annual vacation allowance with full pay and benefits each fiscal year in accordance with the following schedule:

1.	Upon completion of three (3) years of services	12 days
2.	Upon completion of four (4) years of service	12 days
3.	Upon completion of five (5) years of service	12 days
4.	Upon completion of six (6) years of service	13 days
5.	Upon completion of seven (7) years of service	13 days
6.	Upon completion of eight (8) years of service	14 days
7.	Upon completion of nine (9) years of service	15 days
8.	Upon completion of ten (10) years of service	18 days
9.	Upon completion of fifteen (15) years of service	22 days
10.	Upon completion of twenty (20) years of service	24 days
11.	Upon completion of twenty-five (25) years of service	26 days

B. Prior to April 1, the Chief shall file the vacation schedule of his employees with the Township Clerk. In the event of a conflict of vacation dates of key employees, i.e., Sergeants and the Chief of Police, that cannot be satisfactorily resolved, the Chief may request a review of the schedule from the Township Committee and The Township Committee's decision shall be final.

C. Vacations must be completed within the calendar year and may not be accumulated except by permission of the Township Committee. Employees may receive vacation pay on the day prior to their vacation period provided the Chief of Police is notified at least two (2) weeks prior to the date payment is desired.

D. Employees are encouraged, but not required to take vacation in periods of one (1) week. Employee is permitted to take his vacation in a block of twelve (12) working days. Under unusual circumstances, with the recommendation of the Chief, the Township Committee shall authorize vacation periods of more than two (2) consecutive weeks.

E. Unless authorized by the Township, extra compensation will not be allowed in lieu of unused vacation time. It is the desire of the Township Committee that each employee take advantage of authorized vacation periods for health, rest and relaxation.

ARTICLE XI

LEAVES OF ABSENCE

A. Bereavement Leave with Pay for Death:

1. The Employer agrees to grant an employee a three (3) day funeral leave without loss of pay when a death occurs in the employee's immediate family. Such leave shall commence within 30 days of the date of death.
2. The employee's immediate family is considered to include: spouse, children, brother, sister, parents, parents-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.
3. For relatives outside the immediate family, which includes uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, one (1) day will be granted for personal leave. An extension with pay may be granted upon request to the Township Committee.
4. Funeral leave without loss of pay shall not exceed three (3) working days and shall terminate the day following the funeral.

B. A leave of absence without pay may be requested by an employee who shall submit all facts bearing on the request in writing to the Chief of Police at least thirty (30) days in advance of the requested start of the leave. The Chief of Police will make recommendations in writing to the Township Committee, which will consider the request and grant, reject or modify the request. In emergency situations where it is not possible to provide a thirty (30) day advance written notice, the Chief of Police, in consultation with the Administrator, may waive this condition and grant, reject or modify the emergency leave request.

C. All employees are granted temporary leave of absence for active duty, reserve training in the military service up to a maximum of fifteen (15) days per year.

ARTICLE XII

PERSONAL DAYS

A. Each current police officer hired prior to January 1, 1994, will receive three (3) personal days each year which cannot be accumulated beyond December 31st.

B. Police Officers hired after January 1, 1994 will receive personal days as follows:

After one (1) year of employment, a police officer will receive one (1) personal day.

After two (2) years of employment, a police officer will receive two (2) personal days.

After three (3) years of employment, a police officer will receive three (3) personal days.

C. Written notification to be supplied no less than one (1) week in advance to the Chief of Police shall be required. In case of personal emergency, the advance notification requirement may be waived at the discretion of the Chief of Police.

D. Request for personal leave shall be acted upon in order of the time of submission.

E. If the requested personal day cannot be granted within the calendar year ending December 31st it may be carried to March 31st of the following year.

ARTICLE XIII

HOURS OF WORK AND OVERTIME

A. Hours of Work:

1. The regular work week for all Sergeants shall consist of four (4) days, twelve (12) hours per day, including one (1) hour for meal break, followed by four (4) days off. No more than one-half of the shift will be permitted to suspend patrol for meal break at one time. Emergency calls must be responded to during meal breaks. There will be no compensation for any loss of mealtime caused by a response to an emergency.

2. Excluding emergencies, sickness, vacations, or the efficient operation of the Police Department, the chief of Police shall make every effort possible so that the Patrol Division shall work a continuing four (4) days on, twelve (12) hours per day, followed by four (4) consecutive days off.

3. It is anticipated that the Patrol Division will rotate shifts on a regular and equitable basis. Changes in shift rotation and/or off days may be scheduled with a minimum of thirty (30) days advance notice except in emergencies.

B. Definition of a Day: A day shall be defined as a full twenty-four (24) hours period.

C. Check-in Time: All employees are required to be dressed and prepared for duty at the beginning of their scheduled shift.

D. Lunch Break: Employees may take their lunch break when time and circumstances permit. Employees are required to obtain shift supervisors' approval before meeting another officer on the shift for non-emergency meetings.

E. Overtime: Any employee working in excess of twelve (12) hours, on his/her assigned shift will be compensated by compensatory time off at the rate of the first hour compensatory time, second hour at the rate of one and one-half (1 ½) his/her base pay hour for hour. Any employee who works on his/her normally scheduled day off shall be compensated at the rate of one and one-half (1 ½) of his/her straight-time rate for such time worked except where the parties agree that the employee will work such day in exchange for another day off.

F. Scheduling of Overtime

It is agreed that all employees within the work unit without discrimination shall share overtime work. The opportunity to work scheduled overtime shall be extended to each employee on a non-discriminatory basis so as not to affect the efficiency of the department. A total amount of accumulated over time difference of less than 12 hours shall be considered non-discriminatory provided the employee with the greater number of hours shall not have reached his maximum allowed overtime. If the officer refuses the overtime it shall be considered as if he had worked for the purposes of equalizing the overtime.

1. A list of employees with overtime worked shall be maintained by the Chief of Police, which list shall be posted.
2. There shall be no pyramiding of overtime for the same hours worked.
3. Overtime shall be paid only when authorized by the Chief of Police or his designee.

G. Limitation on Paid Overtime

1. As provided for in the above, time off in lieu of overtime pay may be requested at the option of the employee and granted at the Chief's discretion and shall be given on the basis of time and one-half for actual hours worked. No employees shall be paid for overtime in excess of one hundred thirty (130) hours in any calendar year. Overtime accruing to any employee in excess of one hundred thirty (130) hours in any calendar year shall be compensated for by giving the employee equivalent time off at that employee's straight hourly rate, namely hour for hour.

2. Overtime shall be paid for County and Municipal Court only when the employee is off duty but shall not be counted in the one hundred thirty (130) hour maximum set forth above. Outside employment per Ordinance #17-9, and mandated schooling shall not be included in the one hundred thirty (130) hour maximum set forth above. (Ordinance: 17-9)

3. There shall be no overtime paid to employees who work more than twelve hours in any twenty-four hour period while changing from one shift to another.

H. Overtime shall be computed to the nearest one-quarter hour.

I. An officer recalled to duty from off premises not on his normal shift, shall be paid a minimum of four (4) hours overtime when the time is not contiguous to the shift.

J. It shall be the right of the Township to contract to employee special Police Officers as provided by law.

K. The Chief of Police shall have the right to make changes in the starting and stopping time of the daily work schedule and to vary from the daily or weekly work schedule.

L. The work schedule shall consist of not more than one hundred forty-seven (147) hours in a twenty-four (24) day cycle.

M. Sergeants are required to attend departmental meetings and any such meeting scheduled outside of a normal twelve (12) hour day which do not exceed five (5) hours in a twenty-four (24) day work cycle or an aggregate of sixteen (16) hours in a calendar year will not be considered additional time worked for the purposes of compensation. Time spent for other working purposes in excess of twelve (12) hours will be paid in accordance with the overtime provisions (Section E) of this Article.

ARTICLE XIV

EDUCATION AND TRAINING

A. The employer agrees to pay for police related courses, including, but not limited to the fields of Criminal Justice, Psychology, Social Science and Law, as well as any other field of study, at the prevailing State College rates, subject to the approval of the Chief of Police and the Administrator, provided:

1. No other outside source of funds for schools are available.
2. Satisfactory completion of a course with a “C” or better in undergraduate courses. “B” or better in graduate courses.
3. Tuition paid for by Readington Township will be reimbursed to the Township if the officer leaves the employment of the Township according to the following schedule:

Leaving prior to the completion of:	Tuition to be Reimbursed:
1 year of service after course attendance	75%
1 year to less than 2 years after course attendance	50%
2 to less than 3 years after course attendance	25%
After completion of 3 years employment	No reimbursement required

B. Any officer attending the Police Academy or other police training recognized by the New Jersey Training Commission, with the assignment of the Chief of Police, shall be compensated straight time to complete the course. An officer shall be paid for meals and transportation, if not provided, while attending the Police Academy or any other institution that he/she is ordered or authorized to attend by the Chief of Police or his designee. When attending school during a regularly scheduled shift and the school is fewer than twelve (12) hours in duration, the officer shall return to work for completion of his/her scheduled shift.

C. Each member of the Police Department shall, without discrimination and with an equal opportunity, be permitted to attend certified Police Training Schools for the purpose of education and job training. All fees, for ordered or authorized training, shall, with the Chief’s approval, be borne by the Township. Officers attending ordered or authorized courses of training shall be compensated with full pay and benefits.

D. In the event that any school or academy requires overnight attendance, or if the location of such training institution is of such distance away from the officer's home that overnight attendance is both desirable and convenient and the facilities and meals are not provided, the Township will reimburse each officer his lodging and meal expenses for meals and accommodations not provided by the training institution when directed by the Chief.

E. Reimbursement shall be made to the officer to a maximum of four (\$4.00) dollars for breakfast, six (\$6.00) dollars for lunch, ten (\$10.00) dollars for supper and fifty (\$50.00) dollars a day for lodgings, upon presentment of receipts for expenditures. Where possible, the Township will make advance reservations for lodging.

F. When the Chief of Police, or his designated representative or training officer, receives notice of the availability of Police Training courses, he shall immediately post all notices of same conspicuously for all members of the Police Department

G. The Township will reimburse employees for a meal after thirteen (13) consecutive hours of work. Meal allowance will not be paid for an employee's regular meal break. Reimbursement by receipt shall be made for actual cost up to a maximum of ten dollars (\$10.00) per meal.

H. Each officer will receive compensation for attaining a college degree in Criminal Justice, Psychology, Social Science, Law or any other field of study recommended by the Chief of Police and approved by the Township Administrator in the following amounts per year:

Associate of Arts or Science	\$250.00
Bachelor of Arts or Science	\$500.00
Masters of Arts or Science	\$1,500.00

1. Compensation shall be prorated from the date of award and included in bi-monthly pay. Compensation will be paid on the highest degree obtained and not compounded.

2. Officers terminating employment shall be entitled to a prorated portion of compensation based on time served.

I. A Study Committee to be formed to discuss dual career program (i.e., management by objectives).

ARTICLE XV

SALARY

A. The base salary (exclusive of Holiday pay) of covered employees shall be in accordance with the following schedule:

	1/01/09	1/01/10	1/01/11
	3.25%	3.25%	3.25%
Probationary Sergeant	\$82,102	\$84,771	\$87,526
Sergeant's Base Salary	\$86,567	\$89,380	\$92,285
Sergeant First Class	\$89,210	\$92,109	\$95,103

B. Payment of such salary shall commence upon entry into the specified grade, and it is understood that the above represents salary ranges in regard to each specified grade.

C. Upon satisfactory completion of a minimum of three (3) years in the rank of Sergeant including the time spent as a Probationary Sergeant, and upon written recommendation for promotion of the Chief of Police and approval of the governing body, a Sergeant shall obtain the rank of Sergeant First Class. A Sergeant will be advised within thirty (30) days of his three (3) year anniversary date as to whether the Chief of Police has provided the governing body with a written recommendation to promote the Sergeant to Sergeant First Class.

D. Any covered employee may, at the discretion of the Township, be assigned to duty as an Investigator. Such employees shall receive as additional compensation the sum of six hundred (\$600) above grade level.

E. Anniversary Date: All paid increments shall take effect on the first day of January or the first day of July, whichever is closest to date. Anniversary date shall be based on date of hire.

ARTICLE XVI

FALSE ARREST INSURANCE

The employer will continue to provide the "False Arrest Insurance" in effect to date providing said False Arrest Insurance specifically states "Police Officer" in the policy.

ARTICLE XVII

LONGEVITY PLAN

A. All policemen hired before January 1, 1995 upon completion of five (5) years continuous employment service, receive a salary or wage stability increase computed at the rate of two (2%) percent of such employee's base pay; thereafter such employee shall receive an annual salary or wage stability increases as follows:

After completion of 5 years	2%
After completion of 6 years	2%
After completion of 7 years	2%
After completion of 8 years	3%
After completion of 9 years	3%
After completion of 10 years	4%
After completion of 11 years	4%
After completion of 12 years	4%
After completion of 13 years	5%
After completion of 14 years	5%
After completion of 15 years	6%
After completion of 16 years	6%
After completion of 17 years	6%
After completion of 18 years	6%
After completion of 19 years and beyond	7%

B. Such salary or wage stability payments shall be provided in each pay period where applicable.

C. All officers employed subsequent to January 1, 1995 shall upon ten (10) years of continuous employment receive a salary or wage stability increase computed at three (3%) percent of the employee's base pay. After twenty (20) years of continuous employment, the officer shall receive a salary or wage stability increase computed at six (6%) percent of the employee's base pay.

ARTICLE XVIII

UNIFORM ALLOWANCE

A. The Township shall provide all sworn members of the Police Department who have completed not less than one (1) year of continuous service a clothing allowance for the maintenance of police uniforms in the amount of five hundred and ten (\$510) dollars a year with taxes deducted. The Township shall continue to provide new uniforms and equipment to new officers and the replacement of old uniforms and equipment to officers at no cost to the officer.

B. Uniform allowance to be prorated for new employees and retirees in the year in which hired and/or retired respectively.

ARTICLE XIX

MILEAGE

A. The Township shall pay mileage at the rate of 25 cents per mile for use of employee's private vehicles in connection with official duties. Such mileage shall be computed from the point of origin to the destination.

B. All police officers traveling outside the Township on official business, i.e., schools and courts, shall be entitled to use a Township vehicle, if available.

C. The Township agrees to provide to all police officers serving in the rank of Police Sergeant an annual commuting allowance of One Thousand Two Hundred (\$1,200.00) Dollars. The commuting allowance shall be paid in two (2) equal installments: the first pay period for the month of June and the first pay period for the month of December.

ARTICLE XX

MANAGEMENT RIGHTS

A. It is understood and agreed that the Township possesses the sole and exclusive right to conduct the business of the Township and, except as modified by this Agreement, to manage and direct the affairs of the Police Department and to fulfill its lawful obligation.

B. It is further understood and agreed that all rights of management are retained by the Township, except as modified by this Agreement, and that these rights shall include, but shall not be limited to, the right to (1) select and direct the employees, (2) hire, promote, transfer, and assign, (3) suspend, demote, discharge or take other disciplinary action for good cause, (4) establish the daily and weekly work schedules, (5) make changes in the starting and stopping time of the daily or weekly work schedule, (6) relieve employees from duty because of lack of work or for other legitimate reasons, (7) determine the work to be performed within the unit of employees covered by this Agreement, (8) hire the services of special patrol personnel as provided by law, (9) make reasonable and binding rules and regulations together with modifications of existing rules and regulations.

C. The present rules and regulations pertaining to the operation of the Police Department and the maintenance of discipline will remain in effect subject to future change. The Township may modify existing rules and may establish and enforce new rules and regulations, not inconsistent with this Agreement, by delegating such authority to the Chief of Police in connection with the operation of the Police Department and maintenance of discipline.

D. It is understood that the employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of the Chief of Police or his designated representative. If any employee or employees believe a rule, regulation, instruction or order is unreasonable, unjust, or in violation of the contract between the parties, the employee or employees shall comply with the rule, regulation, order or instruction, subject to the rights-provided in the Grievance Procedure set forth in this Agreement.

E. Where the exercise of any management prerogative or responsibility herein affects the operational effectiveness of the Readington Township Police Department, the same shall be exercised by the Chief of Police on behalf of the Township.

ARTICLE XXI

SENIORITY

A. All full-time police officers, continuously employed, shall have seniority, for employment purposes, over all part-time employees.

B. In the event of lay-offs, the officer with the least seniority shall be laid off. All employees who are laid off after completion of probation including one (1) year of service shall have the first right to be re-employed and the Township, shall not employ anyone as a member of the Police Department until all laid off members have been given the opportunity to be fully reinstated to duty with all pay and privileges. Employment rights of laid off employees will terminate as follows:

1. Employees hired on or before December 31, 1994 after a period of two (2) years of lay off.

2. Employees hired on or after January 1, 1995 after a period of one (1) year of lay off.

C. Seniority shall be applied in cases of lay-offs and rehiring.

D. The right to rehiring or reinstatement shall not be applicable to employees who are dismissed or discharged during their probationary period.

E. Continuous employment service shall mean continuous employment by the Township, without breaks in service from year to year, except for annual vacation, earned sick leave, extended sick leave, service in the Armed Forces of the United States, and authorized leaves of absence up to one (1) year.

ARTICLE XXII

LEGAL REPRESENTATION AND LEGAL FEES

The Township agrees to provide for the defense of actions or proceedings in accordance with N.J.S.A. 40A: 14-155.

ARTICLE XXIII

DETECTIVE/INVESTIGATIVE UNIT

- A. The term “detective” and/or “investigator” may be used interchangeably.
- B. Detectives/Investigators and officers assigned to the Detective Bureau shall work a schedule of four (4) days on duty and by three (3) days off duty. Any Detective or Investigator working in excess of ten (10) hours on his assigned shift will be compensated with compensatory time off at the rate of the first hour compensatory time, second hour at the rate of one and one-half (1 ½) of his base pay hour for hour. Any Detective or Investigator who works on his normally scheduled day off shall be compensated at the rate of one and one-half (1 ½) of his straight-time rate for such time worked, except where the parties agree that the officer will work such day in exchange for another day off.
- C. Lunch breaks shall coincide with the routine of administrative police personnel.
- D. Holidays will correspond with those ordinarily observed by administrative police personnel.

ARTICLE XXIV

ASSOCIATION RIGHTS

A. The Township shall permit members of the P.B.A. Negotiating Committee to attend collective negotiating meetings during the duty hours of the members provided the conduct of negotiations shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

B. Bulletin Board – The Township agrees to furnish a bulletin board in a convenient place at Headquarters for exclusive use by the P.B.A.

C. Access to Premises – Designated representatives of the P.B.A. shall be admitted to the premises of the Township on P.B.A. business and shall also have the opportunity to consult with off-duty employees during lunch or other breaks, or after completion of the work shift provided such activities do not diminish the effectiveness of the Police Department. The rights of access as outlined above shall not be granted to any other employee organization or to any representative or employee of such organization for the purpose of communicating with employees. Such access shall extend to representatives of the local unit of the P.B.A. and to the officers of Local 317.

D. Two (2) elected officers of the P.B.A. will be allowed to take time off to attend local P.B.A. meetings, provided that the particular work shift does not suffer, and with notice to the Chief, in accordance with the Laws of the State of New Jersey.

E. No full-time employee covered by this Agreement shall be replaced by a non-police officer, part-time, or other personnel. No post presently filled by a full-time employee covered by this Agreement shall be covered by any non-police officer, part-time, or other personnel. This shall not be interpreted to disallow the use of special police officers, metermaids, dispatchers, matrons, crossing guards, and other similar personnel in their statutory prescribed function as long as said individuals are not performing the routine function of police officers.

ARTICLE XXV

MISCELLANEOUS

A. The Township shall reproduce this Agreement in sufficient quantity so that every employee may be provided with a copy and so that there may be sufficient copies in reserve for any employee hired during the term of this Agreement. This printing and distribution shall be accomplished within thirty (30) days of the signing of this Agreement.

B. For the purpose of giving notice in regard to any matter covered by this Agreement, the Township may be given notice through the Township Committee, P.B.A., and the Police Officers, Secretary of the Readington Township Police Department, Whitehouse Station, New Jersey 08889.

ARTICLE XXVI

GENERAL PROVISIONS

A. The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in future enforcement of the terms and conditions thereof.

B. There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the employees represented by the P.B.A. because of membership or activity in the P.B.A. The P.B.A. shall not intimidate or coerce employees into membership. Neither the employer nor the P.B.A. shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

C. It is agreed that in the event any provision of this Agreement is finally declared invalid or unenforceable, the parties may meet, within thirty (30) days of written notice by either party to the other, to negotiate concerning the modification or revision of such clause or clauses in this contract.

D. The parties may, by mutual agreement in writing, agree to meet at any time during the duration of this contract in order to make any modifications, changes, additions or deletions to the contract as they deem just and proper.

E. Nothing contained in this Agreement shall be construed to deny, restrict, or limit to any police officer any rights, benefits, or privileges he may have by any other applicable law or regulation.

ARTICLE XXVII

SAVINGS CLAUSE

If any provision of this Agreement shall conflict with any law, or for any reason be declared void, such provision shall be deemed severable and such severability shall have no effect on the remaining provisions of this Agreement.

ARTICLE XXVIII

FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIX

This Agreement shall be effective from January 1, 2009 through December 31, 2011, and shall continue in full force and effect until a successor agreement is signed.

The parties agree to enter collective negotiations regarding a successor agreement not later than October 15, 2011.

IN WITNESS WHEREOF, the P.B.A. and the Township have caused this Agreement to be signed by their duly authorized representatives this _____ day of _____, 2009.

ATTEST:

TOWNSHIP OF READINGTON

Township Clerk

Mayor

P.B.A. LOCAL 317
