

**TOWNSHIP OF CLINTON
HUNTERDON COUNTY**



**Brian Mullay
Mayor**

**Vita Mekovetz
Administrator**

November 1, 2021

State of NJ Public Employment Relations Commission
P. O. Box 429
Trenton, NJ 08625-0429

To Whom It May Concern,

Please find the attached collective negotiations agreement with FOP Lodge #182, beginning January 1, 2019 through December 31, 2022.

Should you have any questions, please feel free to call my office at (908)735-8800 x204.

Carla Conner
Township Clerk

cc: Vita Mekovetz, (without enclosures)

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2019 thru 12/31/2022

Employer: Township of Clinton
County: Hunterdon
Date: 11/1/2021
Name: Carla Conner
Print Name
Title: Twp. Clerk
Carla Conner
Signature

TOWNSHIP OF CLINTON

RESOLUTION # 149-2020

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A NEW COLLECTIVE NEGOTIATIONS AGREEMENT BETWEEN THE TOWNSHIP OF CLINTON AND THE FRATERNAL ORDER OF POLICE, LODGE NO. 182 FOR THE PERIOD 2019-2022 (PATROL OFFICERS)

WHEREAS, representatives of the Township of Clinton and the Fraternal Order of Police, Lodge 182 ("F.O.P." or "F.O.P. 182") have agreed upon the terms of a new collective bargaining agreement between the Township and the F.O.P. regarding the Clinton Township Police Department's patrol officers covering the period January 1, 2019 through December 31, 2022, entitled "Collective Negotiations Agreement between the Township of Clinton and the Fraternal Order of Police, Lodge No. 182, January 1, 2019 through December 21, 2022" (the "CNA"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the CNA has been reviewed and approved as to form and substance by the Township's Labor Counsel; and

WHEREAS, the CNA has been signed by the President of the F.O.P.; and


WHEREAS, the Mayor and Council are satisfied that the terms of the CNA are consistent with and correctly implement the terms of the Memorandum of Understanding that was signed by representatives of the Township and F.O.P. on February 27, 2020 and ratified by the Township Mayor and Council on April 22, 2020 (see Resolution # 66-20), and therefore wish to authorize its execution;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Clinton in Hunterdon County, New Jersey as follows:

1. The preamble to this resolution is hereby incorporated as if more fully set forth herein.
2. The agreement entitled "Collective Negotiations Agreement between the Township of Clinton and the Fraternal Order of Police, Lodge No. 182, January 1, 2019 through December 21, 2022" attached hereto as Exhibit A is hereby approved, and the Mayor and Clerk are hereby authorized and directed to execute same on behalf of the Township.
3. This resolution shall take effect immediately.

Attest:


Carla Conner, Township Clerk


Hon. John Higgins, Mayor

Adopted: October 28, 2020

COLLECTIVE NEGOTIATIONS AGREEMENT

between the

TOWNSHIP OF CLINTON

and the

**FRATERNAL ORDER OF POLICE,
LODGE NO. 182**

JANUARY 1, 2019

through

DECEMBER 31, 2022

PREAMBLE

This Agreement entered into on this _____ of _____, 2020 and effective retroactive to January 1, 2019, is made by and between the Township of Clinton (hereinafter the "Township") and the Clinton Township FOP Lodge #182 (hereinafter the "FOP").

I. RECOGNITION

- A. The Township recognizes the FOP, its successors and assigns, designated by the voting majority, as sole and exclusive representative of those members of the Township Police Department covered by this agreement for the purpose of collective negotiations concerning terms and conditions of employment.
- B. The employees covered by this agreement shall include all full-time, permanent patrolmen and corporals, and excludes all superior officers from the rank of sergeant and above.
- C. The term "employee," as used hereinafter, shall be interpreted interchangeably with the term "Police Officer."
- D. The term "he" or "his," as used hereinafter, shall include both male and female officers.
- E. The Township will not negotiate any other or any additional terms and conditions of employment, including those expressed in this agreement, with any individual or group of employees covered by this agreement.

II. NEGOTIATIONS PROCEDURES

- A. The Township and the FOP agree to enter into negotiations over a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the FOP agrees to present to the Township the proposals for modification to be included in the successor agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects, which it desires to place before the other for consideration. Any agreement so negotiated shall incorporate all rights and obligations assumed by each party. Such agreement shall apply to all members of the bargaining unit and shall be reduced to writing and, after ratification, signed by all parties.
- B. Neither party in any negotiation shall have control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, consistent with their status as representatives of their principals.

III. DEDUCTIONS FROM SALARY

- A. The Township agrees to deduct from the salary of employees, subject to this agreement, dues for the FOP. Such deductions shall be made in compliance with Chapter 310, P.L.

1967, N.J.S.A. 52:14-16.9(e), as amended. Said monies, together with any records of any corrections, shall be transmitted to the FOP office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

- B. If during the life of this Agreement there should be any change in the rate of membership dues, the FOP shall furnish to the Township, within fifteen (15) days of the change date, written notice prior to the effective date of such change, and shall furnish to the Township new authorization cards from its members showing the authorized deduction for each employee. However, the Township also agrees to honor new authorization cards stating the member agrees in advance to the deduction of any future increased dues upon certification by its elected officials.
- C. The FOP will provide the necessary "check-off authorization" form provided by the Township and shall deliver the signed forms to the appropriate Township officials. The authorization of deductions from salary for FOP dues shall be at the employee's option.
- D. The FOP shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the FOP to the Township or on reliance of the official notification on the letterhead of the FOP and signed by the president of the FOP advising such change in deductions and also as to all other matters pertaining to the Township deduction of FOP dues from an employee's pay.

IV. FOP REPRESENTATIVE

- A. Accredited State representatives of the FOP may enter Township facilities or premises at reasonable hours for the purpose of observing working conditions of their constituents or assisting in the adjusting of grievances. When the FOP decides to have its representatives enter the Township facilities or premises, it will request such permission from the appropriate Township representative and such permission will not be unreasonably withheld provided there shall be no interference with the normal operation of the business of the Township government or normal duties of employees.
- B. The Township agrees to grant time off, without loss of regular pay, for a leave for no more than seven (7) days per convention to authorized FOP representatives, in accordance with N.J.S.A. 40A: 14-177, to attend any State or national convention of such organization providing two (2) weeks written notice specifying the dates of the convention is given to the Chief of Police, by the FOP. A certificate of attendance to the convention shall, upon the request by the Chief of Police, be submitted by the representative attending.
- C. The Township agrees to grant a day off, without loss of regular pay, to one (1) FOP state delegate to attend the regular monthly business meeting of the NJ State FOP provided one (1) week notice, specifying the date of the meeting, is given to the Chief of Police by the FOP.
- D. One (1) FOP representative and one (1) alternate representative may be appointed by the FOP to represent the FOP in grievances with the Township. During collective negotiations, no more than three (3) authorized FOP representatives shall be excused

from their normal duties to participate in such collective negotiation sessions as are mutually scheduled and shall suffer no loss of regular pay thereby.

V. ACCESS TO PERSONNEL FOLDERS

- A. An employee shall have the right, upon seventy-two (72) hours notice to the Township, to inspect his personnel folder and to examine any criticism, commendation, or any evaluation of his work performance or any other document which has been placed in the folder and shall have the right to respond within six (6) months in writing to any negative statement contained therein. Such response shall be placed in the employee's folder and shall become a part of his permanent work record.
- B. No anonymous documentation shall be maintained in the folder. Only one permanent personnel file shall be maintained for each employee, provided, however, the Township shall maintain a separate file for each officer's medical information as required by the Americans with Disabilities Act and the New Jersey Law Against Discrimination.
- C. 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. The employee shall make any responsive statement within ten (10) working days, which response shall become part of the evaluation.

VI. GRIEVANCE PROCEDURE

A. Definition

- 1. It is understood by and between the parties that a grievance is a formal complaint that a dispute exists concerning the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of member (s) of the bargaining unit.
- 2. It is further understood by and between the parties that the purpose of this procedure is to assure a prompt and equitable solution of problems arising from the administration of this agreement by providing a vehicle for the settlement of employee grievances.
- 3. It is further agreed that the employees are entitled to use this grievance procedure and to be represented by counsel and/or by the FOP in accordance with the provisions thereof.
- 4. Except where agreed by the parties, no grievance settlement or arbitrator's award shall in any way operate to modify, add to, or subtract from any of the terms of this Agreement nor may such settlement be contrary to law.

B. General Rules

1. Where the subject of a grievance directly concerns and is shared by more than one member of the bargaining unit, a group grievance may be instituted by the FOP on behalf of such group of employees.
2. Any grievant may orally present a grievance to his immediate supervisor in an attempt to settle the matter informally. In the event the grievant is not satisfied with the resolution proposed, he may proceed in accordance with the procedure set forth therein.
3. All grievances shall be made in writing and shall contain a general description of the relevant facts from which the grievance derives and with reference to section(s) of this agreement, policies or administrative decisions which the grievant claims have been violated, misinterpreted or misapplied.
4. For purposes of this Article, a "business day" is any day that is not a Saturday, Sunday, or state or federal holiday.

C. Steps of the Procedure

1. Step One: A grievance initially must be filed within thirty (30) business days from the date on which the act is the subject of the grievance occurred or became known to the grievant, whichever is later. Failure to file such a grievance in time shall be deemed a waiver, which will prevent further processing of the grievance. The grievance shall be submitted in writing to the Chief of Police or Officer in Charge, who may conduct a hearing regarding the grievance, at his discretion, and shall render a decision, in writing, within fifteen (15) business days of the receipt of the grievance.
2. Step Two: If the employee is dissatisfied with the resolution of his grievance from Step One, or no decision has been rendered in a timely fashion, then, within fifteen (15) business days of the date that the decision was rendered or should have been rendered, the employee may submit the grievance, in writing, to the Township Council, which shall review any decision and either reverse, affirm, or modify same, in writing, within fifteen (15) business days of the receipt of the grievance.
3. Step Three: If the grievance is not satisfactorily disposed of at Step Two, then a request for arbitration may be brought by either party within twenty (20) business days from the date when the grievant received the Step Two decision or, if no decision is rendered at Step Two, then within thirty (30) business days after submitting the grievance to the Township Council under Step Two, by submitting such request, in writing, to the Public Employment Relations Commission (PERC). The parties may request that PERC furnish panels of arbitrators to the parties and the parties shall select their choice of arbitrators in accordance with the rules and regulations of PERC.

D. Miscellaneous

1. All grievances may be submitted to arbitration except: (1) matters involving employee discipline in accordance with Article VII, below; and/or (2) matters which involve managerial discretion not affecting the terms of this agreement.
2. The decision or award made by the arbitrator shall be binding on the parties. The fees and expenses of the arbitration shall be borne equally by the parties.
3. The arbitrator shall hold the hearing at a time and place convenient to the parties and shall issue a decision within thirty (30) business days from the close of the hearing.
4. All grievance hearings scheduled in accordance with the provisions hereof shall be so scheduled as to avoid time off from regularly scheduled shifts.
5. No reprisal of any kind shall be taken by the Township of any agent thereof against any grievant or party participating in a grievance procedure or any member of the FOP by reason of such participation.
6. All grievance hearings conducted at Step Three, outlined herein, shall be conducted in private and shall be attended by the respective parties and their representatives, limited to one (1) FOP representative and one (1) alternate FOP representative and any witnesses required by either party for the purposes of testifying at such hearing.
7. The decision rendered by the arbitrator shall be in writing and shall state the basis for such decision and the evidence relied upon. The arbitrator's decision shall be final and binding on the parties.

E. Time Limits

The time limits set forth within this procedure may be extended by mutual consent.

VII. DISCIPLINARY PROCEEDINGS

A. Grounds for Disciplinary Action

Only conduct in violation of the written rules and regulations or policy and procedures of the Clinton Township Police Department, or conduct that constitutes grounds for disciplinary action under N.J.S.A. 40A:14-147, may be the basis for disciplinary action. Such action may involve as a penalty an official written reprimand, fine, suspension without pay, reduction in grade, demotion, or dismissal from service.

B. Informal Action

"Informal Action" shall consist of the Chief of Police or Officer in Charge offering the FOP member, in writing, a given penalty which the Chief of Police or Officer in Charge deems appropriate under the circumstances and provided that such penalty may not

exceed a thirty (30) day suspension without pay. The FOP member shall have ten (10) calendar days from the date the offer is made to either accept or reject the same. During this time the FOP member, accompanied by a union representative, should the FOP member choose, shall be afforded the opportunity to discuss the penalty and reasons therefore with the Officer in Charge. Failure of the FOP member to provide the Chief of Police or the Officer in Charge an answer within this time shall be the equivalent of the FOP member's rejection of the proposed penalty. A written copy of any informal action accepted by the FOP member shall be included in the personnel file of the FOP member. If informal action is refused by the FOP member, the Officer in Charge shall have ten (10) calendar days from said refusal to file a formal action with the Township Council pursuant to Paragraph C. Failure to file a formal action within the time provided shall preclude the Officer in Charge from doing so at a later date. Written performance notices shall be kept on file for a period of six (6) months. The employee cannot appeal to PERC when a performance notice is given to an employee by a superior Officer. At the end of six (6) months, that performance notice shall be removed from the employee's personnel file.

C. Formal Action/Hearing Before Council

"Formal action" shall consist of any action other than informal action and shall require a written complaint against an FOP member setting forth the charges, specifications, and the penalty sought. Said complaint shall be filed by the Chief of Police or Officer in Charge with the Clinton Township Council for a hearing before a hearing officer appointed by the Township. If the complaint charges the violation of the Department's internal rules and regulations, the complaint shall be filed no later than the 45th day after the date on which the Chief obtained sufficient information to file the matter on which the complaint is based, except as provided in paragraph B, above. Said hearing shall be held no less than ten (10) calendar days, nor more than thirty (30) calendar days from the date of filing of the complaint, unless the parties mutually agree on a shorter or longer time frame. Nothing in this Article shall conflict with N.J.S.A. 40A:14-147 et seq. or other law.

D. Conduct of Hearing

Hearings shall be conducted in the following manner:

1. Both the Clinton Township Police Department and the FOP member shall be afforded the opportunity to be represented by counsel, to present evidence, and to examine and cross-examine witnesses. An accused FOP member shall not be required to testify, but an accused FOP member who does testify shall be subject to cross-examination.
2. The Township may subpoena witnesses on behalf and at the request of either party, administer oaths, examine any individual under oath and may compel the production of records, books, papers or other documents.
3. To the extent practicable, evidence shall be submitted at the hearing in accordance with the Administrative Procedure Rules, N.J.A.C. 1:1-1.1 et seq. and common law.

4. The decision of the hearing officer shall be in writing and shall consist of findings of fact, conclusions of law, and a recommended penalty. The hearing officer shall fix the punishment that it deems appropriate under the circumstances but said punishment shall not exceed that sought in the charges. A decision shall be rendered within twenty (20) business days of the close of the hearing. A copy of the decision and accompanying findings and conclusions shall be delivered to the officer who is the subject of the hearing and to the Chief of police or Officer in Charge.
5. Within twenty (20) business days of the issuance of the hearing officer's decision, the Township Council shall accept, reject, or modify the hearing officer's decision and recommended penalty before issuing a Final Notice of Disciplinary Action to the officer.

E. Appeal of Hearing Decision

1. In the case of disciplinary action up to and including a suspension without pay or fine of five (5) working days' duration, if the accused FOP member is dissatisfied with the decision of the Clinton Township Council, he may appeal to PERC for binding arbitration under its rules and regulations including a hearing, opinion, and award *de novo*. Such appeal must be taken within thirty (30) calendar days of the Township Council's decision. Failure to appeal within the time provided waives the right to appeal. The fees and expenses of the arbitration shall be borne equally by the parties. The Township shall bear the burden of proof.
2. In the case of termination, demotion, or suspension without pay or fine in excess of five (5) working days' duration, if the accused FOP member is dissatisfied with the decision of the Clinton Township Council, the member shall have the right to appeal to the Superior Court, Law Division, in accordance with the provisions of N.J.S.A. 40A:14-150. Further, in the case of termination, if the accused FOP member is dissatisfied with the decision of the Clinton Township Council, the member shall also have the option to appeal to PERC for binding arbitration in accordance with the provisions of N.J.S.A. 40A:14-209.

VIII. SICK LEAVE

A. Personal Illness or Disability

The rules, which follow in this section, apply to the payment of wages during periods of illness or disability for a regular Police Officer.

1. All employees of the Township governed by this Agreement shall be entitled to thirteen (13) days of sick leave with full pay per year with a maximum accumulation of one hundred-twenty (120) working days of such sick leave.
2. Employees who have worked less than one (1) year shall be entitled to one (1) sick day for each month worked.

3. Extension of sick leave beyond the maximum allowed shall require the special approval of the Township Council and may be credited against future sick leave where circumstances warrant.
4. Workers Compensation Benefits and Leave. In the event that an officer qualifies for benefits, the Township shall pay the difference between the Workers Compensation payment and the employee's regular salary, and the amounts of supplementing the Workers Compensation benefit shall not be deducted or charged against the officer's accumulated sick days. The duration of the leave is covered by N.J.S.A. 40A:14-137.
5. Short Term Disability Benefits and Leaves of Absence Officers are covered by the Short-Term Disability policy ("STD") provided to all municipal employees at the cost of the Township. Officers who are disabled because of off-duty injury or illness not covered by the Workers Compensation policy shall fall under STD. The officer shall receive the difference between the STD policy benefit and his regular salary which shall be charged against his/her sick days as follows: Once the STD policy provides a benefit and the employee has utilized up to six (6) sick days within a ten (10) day period, the Township will pay the employee the difference between the STD benefit and the employee's full salary while being charged one (1) sick day for every three (3) days that are paid by the Township during the period the employee is out. The leave of absence for officers receiving STD benefits shall end after six months, at which time those officers may apply for Long-Term Disability benefits.

B. All absences due to illness or disability shall be reported immediately by or for the employee to the Chief of Police or his designee.

C. Proof Illness or Disability

1. In all cases of reported illness or disability, the Township reserves the right to send a visiting nurse or the Township physician to investigate the reported illness or disability.
2. When an absence due to illness does not exceed three (3) days, the employee's statement of the cause will be accepted without a supporting statement from the attending physician. The Township reserves the right to have an employee examined by the Township physician where sick leave abuse is suspected by the Chief of Police.
3. Any absence due to illness or disability in excess of five (5) working days must be certified by a written statement by the attending physician. The Township also reserves the right to waive this requirement or to require the employee to be examined by the Township physician who must certify that the employee is fit for duty before returning him to work.
4. At such time as an employee is deemed to be permanently disabled or has been granted retirement under the Police and Firemen's Retirement

System ("PFRS") or the Public Employee Retirement System ("PERS"), and if the employee then has accumulated sick days, he shall be entitled to receive up to sixty (60) of those days, in monetary compensation or compensatory time off, at the employee's option.

- D. If said member becomes injured or ill, the township shall be notified immediately in order to stop the exchange of sick leave, at which time the employees' healthcare contributions will resume being deducted from their paycheck as needed.
- E. Sick leave buy-back upon retirement shall be capped at \$15,000.00 for members hired on or after May 21, 2010.

IX. HOLIDAYS

- A. Employees shall be entitled to the holidays set forth below and any full day officially declared by the Mayor and/or Council as an authorized holiday:

New Year's Day	Election Day (General)
Martin Luther Kings' Birthday	Veterans Day
President's Day (Washington's Birthday)	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Half-day Christmas Eve
Independence Day	Christmas Day
Labor Day	Half-day New Year's Eve
Columbus Day	

- B. At the option of each employee, each holiday shall be granted according to the following:

1. In the event a holiday falls on the employee's regular shift, the employee shall be compensated for eight (8) hours. Schedule Adjustment Hours (as defined in Article XXIII, Section B-7) will be utilized for any hours in excess of eight (8) hours.
2. The employee has the option of either eight (8) hours straight pay or compensatory time off for those hours worked.
3. When an employee works an overtime shift on any holiday, that employee will receive time and one half pay for hours worked plus hour-for-hour pay or hour-for-hour compensatory time-off.

- C. If any hour of an employee's shift falls on a holiday, the employee shall receive holiday compensation as though the entire shift were worked on the holiday. Employees must work six (6) hours of the shift to be eligible to receive the full holiday pay and/or compensation. No more than one (1) holiday shall be credited in any twenty-four (24) hour period.

X. VACATIONS

- A. Employees shall receive vacations, with pay, as follows:
1. One-half (1/2) day per month during the first year of service after the completion of six (6) months of service.
 2. Ten (10) working days in the second through fifth year of service.
 3. Fifteen (15) working days after the fifth year of service.
 4. One (1) additional working day for each year of service after the fifth year of service maximum of twenty-five (25) working days after fifteen (15) years of service.
- B. All references above to years shall mean years of service. A year of service runs from the anniversary date of appointment. Except for the first two (2) years of service, vacation leave shall vest at the beginning of the calendar year of service referred to.
- C. Vacation shall not be carried over without prior approval of the Mayor and Council.

XI. PERSONAL DAYS

Three (3) days leave with pay shall be granted for each employee for personal reasons without explanation, provided the Chief of Police is notified no less than one (1) week prior to the date requested. In the case of a personal emergency, a reason should be given and the advance notification requirement may be waived. In the event of an emergency situation within the department, the Chief of Police may refuse to grant routinely requested personal leave. Such approval, however, shall not be unreasonably withheld and shall be subject to the grievance procedure.

XII. LEAVES OF ABSENCE

- A. Bereavement: A leave of absence, with pay, for the death of a member of the employee's immediate family (defined as spouse, domestic partners, mother, father, mother-in-law, father-in-law, children, step-children, grandfather, grandmother, brothers, sisters, or any other blood relative of the employee residing full time in the employee's household at the time of death) shall be granted for up to three (3) days. An officer will be entitled to one (1) extra day if required to travel more than 300 miles. The leave of absence shall be for travel, the viewing, funeral, interment and childcare related to the death and funeral.
- B. For death of relatives outside the immediate family, which includes grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, one (1) day will be granted for bereavement leave with pay.
- C. A leave of absence without pay may be requested by an employee who shall submit, in writing, all facts bearing on the request to the Chief of Police. The Chief of Police will make recommendations, in writing, to the Township Administrator, who will consider the

request and grant or reject the request for the leave of absence. Leaves of absence shall be deducted from the officer's years of service.

- D. All employees are granted temporary leaves of absence for active duty and/or reserve training in the military service according to existing State and Federal Laws.
- E. Maternity Leave. The Department's policy regarding Maternity Leave is covered by the Articles concerning Sick Leave, Short Term Disability, Long Term Disability, the New Jersey Family Leave Act, the U.S. Family and Medical Leave Act, and all other applicable State and Federal Laws.
- F. Family Leave. Officers seeking a leave of absence for the care of a newborn child or a sick close relative are entitled to a Family Leave (with or without pay, as set forth below) under the federal Family and Medical Leave Act and the New Jersey Family Leave Act, N.J.S.A. 34:11 B-1, and shall follow the procedures for approval of Family Leave by submitting a timely request to the Chief of Police using the procedures provided for all municipal employees. Officers who qualify for Family Leave shall use vacation, personal and SALT hours, and, thereafter the leave shall be without pay. An Officer's family leave under this section shall be in compliance with all applicable State and Federal laws.
- G. Failure to return to work promptly upon recovery from a disability leave or family leave shall be deemed a resignation from employment.

XIII. UNIFORM ALLOWANCE

- A. The Township, with the assistance of the employees and upon recommendation of the Chief of Police, shall establish a list of uniforms to be worn/used by each employee. The Township shall continue to provide all items set forth in said list to new employees, and to provide any new items that may from time to time be added to said listing to all employees covered by the agreement. The replacement of old uniforms and equipment shall be made in the following manner:
 - 1. The Township shall provide the cleaning of uniforms set forth on the established list of uniforms. The Township will announce at the beginning of each year the vendor to which the employee will take their uniforms to be cleaned.
 - 2. The Township representative (Chief of Police) and a representative of the FOP shall work together when replacement of uniforms is in question.
 - 3. The FOP shall have a "cap" of five hundred dollars (\$500) per officer, per year, for the replacement of uniforms. This amount shall not be mandated as an employee's "allotment" or guaranteed amount.
 - 4. The replacement of the leather and weapons shall be at the sole cost of the Township and at the discretion of the Chief of Police.
 - 5. The Township also agrees to replace uniform items determined to be damaged beyond repair during the course of duty at its sole cost and

expense, providing the employee files a report indicating how the damage occurred and turns in the damaged article. Such replacement shall not be deducted from the employee's uniform account.

XIV. MEDICAL INSURANCE

A. Enrollment in hospital, medical and surgical insurance will be offered to each employee and his dependents as follows:

1. Officers hired before January 1, 2010: The Township shall, subject to P.L. 2011, c.78, pay premiums for the enrollment of each employee and eligible dependents in the State Health Benefits Medical Insurance Program and coverage shall be provided to each employee pursuant to the rules and regulations of that Program.
2. Officers hired after January 1, 2010: The Township shall provide enrollment to employees and their eligible dependents in the State Health Benefits Medical Insurance Program, and coverage shall be provided to each employee pursuant to the rules and regulations of that Program. The Township shall pay premiums for the State Health Benefits Medical Insurance Program coverage, except that the officers who enroll in the program shall contribute to the cost pursuant to P.L. 2011, c.78 via payroll deductions from each regular paycheck.
3. The employee's share of contributions to the cost of health insurance premiums shall be at the Tier IV level established under P.L. 2011, c.78, subject, however to the following reductions in contribution rates:
 - a. Effective and retroactive to January 1, 2020, contribution rates for all members shall be reduced by two (2) percentage points from the applicable Tier IV levels, (e.g., a Tier IV contribution rate of 28% shall be reduced to 26%).
 - b. Effective January 1, 2021, contribution rates for all members shall be reduced by an additional two (2) percentage points from the reduced 2020 rates, (e.g., a Tier IV contribution rate of 28% that had been reduced to 26% in 2020 shall be further reduced to 24%).
 - c. Effective January 1, 2022, contribution rates for all members shall be reduced by an additional four (4) percentage points from the reduced 2021 rates, (e.g., a Tier IV contribution rate of 28% that had been reduced to 26% in 2020 and further reduced to 24% in 2021 shall be further reduced to 20%). [PS1]
4. Life insurance shall be provided by PFRS regulations.
5. The Township reserves the right to change carriers, so long as substantially similar benefits are provided, and after discussion with the FOP. Those benefits will be continued for the duration of this agreement.

- B. Dental insurance will be provided to each employee and family in accordance with the plan chosen by the Township and agreed upon by the FOP.
- C. The Township will contribute by July 31, to Officers covered by this Agreement, for each qualifying calendar year, the gross sum of Two Hundred Dollars (\$200) for reimbursement of prescriptions. The Township shall apply such Federal, State and other withholding requirements as may be applicable to the gross amount of said payment in accordance with the individual officer's withholding status. The parties anticipate that the net aggregate benefit to be paid to each individual officer for each qualifying year shall not be less than the sum of Two Hundred Dollars (\$200). Officers may receive up to an additional One Hundred-Fifty Dollars (\$150) per year in reimbursement for prescription costs upon presentation of valid receipts. Any Officer hired within one (1) year from any July 31st shall have his payment hereunder prorated.

XV. OVERTIME

- A. The workday shall consist of not more than sixteen (16) hours in a twenty-four (24) hour period except in cases of emergencies, as declared by the Chief of Police. The sixteen (16) hour workday period shall also include outside contractor work.
- B. Officers shall be paid overtime at the rate of one and one-half (1½) times of the officer's regular hourly rate at the end of the first fifteen minutes worked past the end of the regular shift. An officer called into duty can be required to remain on duty for a full four (4) hours for legitimate business reasons as reasonably determined by the Chief of Police or the Officer in Charge (or his designee). The officer will report to the Chief of Police or the Officer in Charge (or his designee) for permission to leave or further instructions.
- C. Overtime for all employees covered by this Agreement shall be calculated based on a 2,080-hour work year.
- D. An employee may, upon notice to the Chief of Police or the Officer in Charge, request that he be granted time off, at one and half (1½) times rate, as compensation for overtime. Scheduling of the use of such time off shall be on a mutually acceptable basis to the Chief and the employee requesting the time. Scheduling of compensatory time shall not be unreasonably denied. In any event, such time must be used within the calendar year of its accrual, unless approval to carry such time further is granted by the mayor and council.

The Township, subject to available funds, has the right to buy back up to one-half (1/2) of an Officer's accrued compensatory time at the end of the calendar year. The Township will notify the Officers of its intention to exercise this right no later than November 15; however, if the Township exercises this option for one officer, it must offer it to all officers within that calendar year. The Officers will then have the right to request the carryover of compensatory time or to cash-out the balance (i.e., the remaining half) of their compensatory time, subject again to available funds, by December 1. Subject to available funds, payment shall be made by December 15. Compensatory time use shall be in accordance with the Fair Labor Standards Act.

- E. Overtime shall include Superior Court, County Grand Jury and Municipal Court appearances arising out of employment and shall include all the times when an employee is off duty and called into work by the Chief of Police.
- F. When an employee is called into work when he is off-duty, he shall be guaranteed a minimum of four (4) hours pay.
- G. Overtime work shall be shared by all employees without discrimination. 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. Employees shall have the right to refuse overtime, except in an emergency situation as declared by the Chief of Police and shall not be subject to disciplinary action therefor.
- H. An employee who works more than two hours after the end of his scheduled shift shall be reimbursed for a meal. Meal allowance will not be paid for an employee's regular lunch period. Reimbursement by receipt shall be made by the Township of the actual cost to a maximum of Nine.Dollars (\$9.00).

XVI. SALARY GUIDE AND STIPENDS

A. Salary:

1. There shall be a single consolidated salary guide, as reflected in "Appendix A," attached hereto, which reflects the following annual percentage increases.
 - Effective and retroactive to January 1, 2019 - 2%
 - Effective and retroactive to January 1, 2020 - 2%
 - Effective January 1, 2021 - 2.5%
 - Effective January 1, 2022 - 2.5%
2. If a new hire is sent to the academy, the new hire will be paid \$29,000 for the duration of academy training. The new hire will advance to the probationary rate for one year after completion of the academy, and will thereafter move one step on the anniversary of completion of academy training.
3. In addition to base salary, an annual stipend of \$1,200.00 shall be paid, on a prorated basis, to any officer assigned as a detective. For purposes of this paragraph, officers assigned as DEA liaisons shall be deemed to be detectives and shall receive this annual stipend on a prorated basis.
4. In addition to base salary, an annual stipend of \$1,200.00 shall be paid, on a prorated basis, to any officer assigned as a K-9 officer/handler.
5. Any officer appointed by the Chief of Police or Officer in Charge, as a supervisor of a squad shall be entitled to supervisor's pay, during the term of the appointment, at the Sergeant's rate. The officer will receive the said supervisor's pay during the time the officer actually supervises a

squad (it does not matter which officers make up the squad unless there is a sergeant, then the sergeant would be the supervisor).

B. Patrolman (including Trainee)

1. Step advancement is not automatic, but is in accordance with the applicable provisions of N.J.S.A. 40A and based upon annual evaluation conducted by the Township, which evaluation shall be provided to the employee. For employees hired after 10/4/13, advancement through the steps is not automatic, but is in accordance with the applicable provisions of N.J.S.A. 40A and based upon annual evaluation conducted by the Township, which evaluation shall be provided to the employee.
2. Advancement on the anniversary of the employee's appointment from the rank of Patrolman 3rd Class to Patrolman 2nd Class and from Patrolman 2nd Class to Patrolman 1st Class is automatic provided, however, that the results of the annual evaluation conducted by the Township are satisfactory. In that event, advancement will not be granted and the employee will be given notice of the deficiencies.
3. Officers below the rank of Sergeant will not be required to evaluate or discipline another police officer, unless temporarily assigned as a supervisor.
4. Senior Patrolman Officer and Stipend: After fifteen (15) years of service, if a patrolman has not been promoted to any promotional rank, then that officer shall attain the rank of Senior Patrolman after the completion of the fifteenth (15th) year of service to the Township, so long as the officer is in good standing and has received no disciplinary action in the prior twelve (12) months. Senior Patrolmen will receive a \$1,000.00 increase in base salary.
5. College Degree Stipend:

(A) The college-degree stipend shall be eliminated for all officers effective January 1, 2016.

XVII. LONGEVITY

- A. Officers Hired Before January 1, 2009: In addition to the regular base pay, officers hired before January 1, 2009 shall be entitled to and receive longevity pay based upon an employee's years of completed service as indicated below:

<u>Years of Service</u>	<u>Percent of Base Pay</u>
5	2%
10	4%
12	6%
15	7%
17 ½	8.5%

- B. Officers Hired on and after January 1, 2009 and before October 4, 2013: In addition to the regular base pay, officers hired on and after January 1, 2009 shall be entitled to receive longevity pay based upon an employee's years of completed service as indicated below:

<u>Years of Service</u>	<u>Percent of Base Pay</u>
5	2%
10	4%
15	6%

- C. Longevity pay shall be included as part of the gross annual salary and should be paid as part thereof.
- D. Officers hired on and after October 4, 2013, will not receive any longevity payments during their term of employment with the Township

XVIII. TRAINING AND EDUCATION

- A. Mandatory Training: The Chief of Police may, from time to time, establish a schedule of mandatory training and education courses.
- B. Elective Training: College Tuition Reimbursement: Officers are eligible for reimbursement of tuition for three courses per calendar year leading to an Associate's, Bachelor's or Master's degree at an accredited college or university in a major course of study that has been approved by the Chief of Police or Officer in Charge. Approval shall be obtained prior to registration. Officers must provide a transcript of the completed course with a course grade of "C"/Pass or better as a condition of reimbursement.
- C. Reimbursement of Training and Equipment: An officer who is hired after January 1, 2009 and leaves employment of the Township as a police officer within two (2) years of the date of hire shall reimburse the Township for the cost of training, badge, uniforms and equipment as follows: (1) Within the first year of employment, the officer shall reimburse the Township Four Thousand Five Hundred Dollars (\$4,500.00); (2) After the first year but before the second anniversary of the hiring date, the officer shall reimburse the Township Three Thousand Five Hundred Dollars (\$3,500.00).
- D. Physical Fitness: All employees are expected to be in good physical condition in order to perform their duties properly.

XIX. DEFENSE AND INDEMNIFICATION

The Township agrees to maintain insurance coverage of a type, and in sufficient amounts, for the benefit of the employees covered by this agreement, individually and collectively, and which shall insure against any and all acts by the employees while in performance of their duties as police officers, whether on duty or off duty, which may give rise to cause of action, to the extent permissible under state statutes, including but not limited to N.J.S.A. 40A:14-155 and the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

XX. SAFETY

- A. It shall be the responsibility of each employee, upon commencement of his tour of duty, to inspect all equipment, and in the event he shall find same to be unsafe, he shall immediately report the conditions to the Chief of Police.
- B. Serviceability of equipment shall be determined at the discretion of the Chief and Township mechanic. Any such determination shall be subject to grievance procedure.
- C. The Township agrees that all police vehicles shall have installed driver protection screens, fire extinguishers, shotguns and first aid kits.
- D. Employees, while rendering aid to another community, shall be fully covered by Workers' Compensation and Liability insurance, pension coverage, and any and all other benefits that said employees would have been entitled to if said employees had been performing their duties within the Township.

XXI. CLAIMS ADJUSTMENT

- A. Where a loss or damage to articles that are necessary and permitted under the Uniform Policy is sustained by an employee while on duty as a result of action taken in the performance of his duties or during their course of such duties such loss and/or cost of such damage shall be paid by the Township upon proof of loss to be submitted by the employee, to a maximum of Three Hundred Dollars (\$300.00) per incident. Reimbursement shall be made upon presentation of a receipt for the replaced articles.
- B. The Township shall provide a parking area for employees' vehicles. The Township shall assume full responsibility and liability for any and all damage to an employee's vehicle parked in said area.

XXII. SENIORITY

Seniority commences from the date of appointment as a full-time police officer within the Township.

XXIII. WORK SCHEDULE

- A. A new work schedule for the Operations Division was initiated January 1, 2006.
- B. The Patrol Force in the Operations Division will work the following schedule:
 - 1. The squads will work a four (4) days on four (4) days off, twelve (12) hour day schedule.
 - 2. The Township will make its best efforts to provide minimum coverage of three (3) officers for each patrol squad between the hours of 7:00 a.m.

and 1:00 a.m. if manpower allows and no overtime is created. In the event the three-man minimum would create overtime, the Chief of Police or Officer in Charge (or his designee) may schedule only two officers during the 7a.m.-to-1a.m. shift.

3. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employees' services continuously throughout the seven (7) day week.
4. The Division's shift schedule will be from 6:00 a.m. to 6 p.m. and 6:00 p.m. to 6:00 a.m. (or 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m., as agreed upon by the Chief of Police or Officer in Charge and FOP) (4 on 4 off, 12 hour shifts). Shift rotation shall be on a four week, 8 day cycle.
5. The Division's 4 on 4 off (12 hour shifts) work schedule requiring 2,190 hours per year as opposed to the current 1,946 hours per year (an increase of 244 hours).
6. Time off benefits (sick, vacation, and personal) shall be granted on the basis of a twelve (12) hour day.
7. SAT Hours: As long as a 4 on 4 off work schedule remains in effect, each officer covered by this agreement shall be credited with one hundred four (104) Schedule Adjustment Time hours ("SAT" hours) each year, and the FOP agrees to relinquish any remaining hours worked per year.
8.
 - a. Officers shall use a minimum of twenty-four (24) SAT hours every calendar quarter, and may choose the time and days to use these hours within each quarter, provided that the time and day chosen does not result in the Township's having to pay overtime to cover the absence. If an Officer fails to use twenty-four (24) SAT hours per quarter, then the Township shall schedule the time and days when the officer shall use the previous quarter's SAT hours in the regular work schedule in the next following quarter.
 - b. Carry Over: Officers may carry over a maximum of thirty-six (36) SAT hours per year to the first quarter of the next year, consisting of twenty-four (24) unused SAT hours from the last quarter of the calendar year, and a maximum of twelve (12) other SAT hours. Requests to carry over SAT hours shall be made in writing (via email or police computer system) to the officer's supervisor on or before December 1st. If the carry over is approved by the Chief of Police, officers must use the carried over SAT hours within three (3) months, by March 31st.
9. The schedule or shift assignment of an individual assigned to the Patrol Force of the Operations Division shall not be changed without seven (7) days advance notice to the employee except in an emergency, as declared

by the Chief of Police, or if said change, upon shorter notice, is acceptable to both parties. In the event of an emergency, supporting Police Department and Patrol Force schedule takes precedent over authorized off duty or contract employment. The seven (7) day advance notice shall not apply to the Fifth Squad.

C. The Investigative Division will work the following schedule:

1. The Investigative Division will work a five (5) day on two (2) day off (eight (8) hour days) work schedule equivalent to 2,080 hours per year. Detectives may work a schedule based on a ten (10) hour day at the discretion of management.
2. The officer's hours of work will be determined by the Investigative Division Commander.
3. SAT hours are not afforded to the Investigative Division.

XXIV. PROBATIONARY PERIOD

Each Police Officer shall be required to complete one (1) year of probationary service from the time the Officer is appointed a police officer in the Township. The said probationary period may be extended for up to an additional three (3) months by the Township Council upon the recommendation of the Chief of Police.

XXV. SEVERABILITY

If any provisions 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.

XXVI. MANAGEMENT RIGHTS

It is mutually understood and agreed that the Township 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. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

The Employer has the right, subject to N.J.S.A. 34:13A-5.3 and N.J.S.A. 40A:14-118, to promulgate and enforce rules and regulations for the proper and efficient operation of the Township and its Police Department. Such rules and regulations shall be duly and conspicuously promulgated, and shall be observed.

XXVII. 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 this knowledge or contemplation of either or both of the parties at the time the negotiators signed this agreement.

A. Printing of Agreement

The Township shall reproduce this agreement in sufficient quantities 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. Printing and distribution shall be made within in thirty (30) days of the signing of this agreement.

B. Locker Room

The Township shall equip the Police Officers' locker room with lockers.

XXVIII. TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2019, through December 31, 2022. It is understood by and between the parties thereto that the terms and conditions of employment shall continue in full force and effect after December 31, 2022, if a successor agreement has not been signed and until a successor agreement has been signed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this


29TH day of OCTOBER 2020:

FOR THE TOWNSHIP OF CLINTON:



Hon. John Higgins, Mayor

ATTEST:



Carla Conner, Municipal Clerk

FOR FOP LODGE NO. 182:



Raffaella Vastola, President (POA)

APPENDIX "A"
(Salary Guide)

<u>Patrol Officers</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
1 st Class	\$107,688	\$109,842	\$112,588	\$115,403
2 nd Class	\$99,858	\$101,856	\$104,403	\$107,013
3 rd Class	\$90,780	\$92,596	\$94,911	\$97,284
4 th Class	\$82,620	\$84,273	\$86,380	\$88,640
5 th Class	\$77,010	\$78,551	\$80,515	\$82,528
6 th Class	\$71,400	\$72,828	\$74,649	\$76,516
7 th Class	\$65,790	\$67,106	\$68,784	\$70,504
8 th Class	\$60,180	\$61,384	\$62,919	\$64,492
9 th Class	\$54,570	\$55,662	\$57,054	\$58,481
10 th Class	\$48,960	\$49,940	\$51,189	\$52,469
Probationary	\$42,840	\$43,697	\$44,790	\$45,910