

AGREEMENT

TOWNSHIP OF POHATCONG

AND

NEWJERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL NO. 280
FOR THE POHATCONG TOWNSHIP POLICE DEPARTMENT

JANUARY 1, 2016 through DECEMBER 31, 2019

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ARTICLE I
RECONGITION

The Township of Pohatcong (hereinafter called employer) hereby recognizes the P.B.A as the sole and exclusive collective bargaining unit for the full time Patrolmen, Detectives, Sergeants, Lieutenants, and Captains (hereinafter called employee(s) of the Pohatcong Township Police Department but excluding the Chief of Police, under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law, This Agreement shall govern all wages, rights, and working conditions of the Pohatcong Township Police department subject to Article III "Management Rights," which are retained by the Township and subject to Civil Service Statutes, Rules and Regulations.

ARTICLE II
DEFINITIONS

- Employee:** A member of the formally recognized bargaining unit.
- Employer:** The Township of Pohatcong.
- Grievance:** Grievances are defined as any dispute or controversy between the parties with respect to the interpretation, application or violation of policies, this Agreement and Administrative decisions affecting the employees.
- Overtime:** Overtime shall be paid for all hours worked outside of the regular hours of an employee's regular work day. Overtime shall be distributed as equally as possible among the employees. Overtime shall be paid at a rate of 1.5 times the employee's hourly rate of pay in money or in compensation time (1.5 hours for each hour or partial hour worked) at the employee's option.
- P.B.A:** New Jersey State Police Benevolent Association Local 280.
- Probationary Period:** One year from the date the employee completes his/her initial training from a Police Training commission approved Academy
- Temporary Schedule Change:** A change in the normal work shift for which as least forty-eight hours notice given.
- Seniority:** Accumulated length of service within the police department computed from the employees last date of hire in accordance with Civil Service Rules and Regulations.
- Emergency Call Out:** A situation where in the opinion of the shift supervisor, Chief of Police, or, if the event either is unreachable, the highest-ranking officer on-duty, the officer(s) on-duty is (are) unable to handle the workload or assignment and another officer, who is off-duty, is called in to assist.
- Work Day:** Defined as a full day of work and not to be confused with hours, whether it be a 10 hour schedule or a 12 hour schedule.

Regular Pay Rate: The employee's adjusted annual, semi-monthly, or monthly pay rate, exclusive of overtime pay, shall be paid in accordance with the amount stated as follows; base salary and any other special allowances, e.g. holidays, stipends, educational incentive, and longevity, which shall be calculated last.

ARTICLE III
MANAGEMENT RIGHTS

- A.** The employer hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Law and Constitution of the State of New Jersey and of the United States including, but without limiting, the generality of the foregoing the following rights;
1. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, except as specifically limited herein and to promote and transfer employees.
 2. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law.
- B.** In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the body, the adoption of policies, rules, regulations and practices and the furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific express terms of this Agreement and applicable law.

ARTICLE IV
POLICEMEN'S RIGHTS

- A. Employees of the department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.
- B. The wide-ranging powers and duties given to the department and its employees involve them in all manners of contracts and relationships with the public. Out of these contracts may come questions concerning the actions of the employees of the Department. These questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner that is conducive to good order and discipline, the following rules are hereby adopted:
1. Prior to being interviewed, the employee shall be informed of the nature of the investigation before any interrogation commences. If the information or complainant is anonymous than the employee shall be advised. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee of the department is being interrogated as a witness only, he should be so informed at the initial contact. But, if the employee is the target of an investigation, he shall have the opportunity to obtain representation by the P.B.A or counsel.
 2. The questioning shall be reasonable, reasonable respite shall be allowed. Time shall also be provided for personal necessities – meals, telephone calls, and rest periods as are reasonably necessary.
 3. The interview shall be recorded by the department. The employee shall also have the right to record the interview provided he gives a copy to the employer.
 4. If an employee of the department is under arrest or is likely to be, that is, if he is a suspect or target of a criminal investigation, he shall be given his rights pursuant to the U.S. Constitution and current decisions of the United States Supreme court.
 5. Employees covered herein shall only be disciplined for just cause.
 6. An employee who is the target of an investigation may not be required to file a supplemental report that deals with the subject matter of the investigation until after he has had reasonable opportunity to consult with his own attorney.
 7. Employees shall not be suspended or suffer any loss in benefits except in accordance with Civil Service Statutes, Rules and Regulations.

8. The requirements of this Article apply to both in-person and questionnaire interviews. At every stage of the proceedings, the Employer will afford an employee, if requested, the opportunity to consult with counsel and/or his/her PBA representative prior to being questioned concerning a violation of the rules and regulations. However, such request will not delay the interrogation beyond two (2) hour for consultation with the employee's PBA representative, unless an emergency exists.
 9. When an employee is involved in a critical incident, he/she shall be immediately removed from the area or as soon thereafter as possible if he/she requests medical treatment or evaluation. In addition, the Employer shall contact a PBA representative.
- C. The parties hereby agree that every employee shall have the right to organize freely, join and support the P.B.A and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection or to refrain from doing so. The parties further agree that any employee that is not associated with, or is not a member of the New Jersey State Policemen's Benevolent Association shall be assessed an equal and fair share of the costs incurred by the P.B.A. to effectively negotiate or arbitrate this Agreement. The costs assessed to those employee(s) shall be paid directly to the P.B.A. in a reasonable time period upon validation of this Agreement. The parties further agree that they shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, Public Laws 1969, or other laws of the State of New Jersey or the Constitution of the State and the United States of America; that they shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the P.B.A. grievance. Complaint or proceeding under the Agreement or otherwise with respect to any terms or conditions of employment, or to refrain from engaging in any of the above cited activities.
- D. The P.B.A. agrees there shall be no solicitation for membership, signing up of members, collections of initiation fees, dues, fines, or assessments, meetings, or other P.B.A. activities on the employer's time that interferes with the work program of the employee.
- E. One designated representative of the P.B.A. shall be permitted time off to attend negotiation sessions. Said employee representative shall receive approval of the Chief of Police to be absent from duty and shall be in proper attire to respond to "on call" status during negotiations. The P.B.A. shall inform the employer in writing of such representative and any changes thereto.
- F. When grievance sessions are mutually scheduled during work hours, the grievant and two P.B.A. representatives shall suffer no loss in pay if on duty.

- G. An employee shall have the right to inspect and copy his personnel file on reasonable notice and reasonable time, provided a designated superior officer or Chief of Police is present at the time of inspection.
- H. The State Delegate or alternate shall be given time off with pay to attend the annual P.B.A. Conventions. Said time off will not exceed seven (7) days.
- I. When an open position exists all promotions shall be made from within the ranks of the existing employees of this department, whenever any test for any promotion provided same is within the Civil Service Rules and Regulations

ARTICLE V
GRIEVANCE PROCEDURE

- A. Purpose – The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems that may arise affecting the items and conditions of this Agreement, and to resolve grievances as soon as possible so as to secure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Definition – Grievances are defined as any dispute or controversy between the parties with respect to the interpretation, application or violation of policies, Agreements and administrative decisions affecting the employees.
- C. Steps of the Grievance Procedure – The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual written consent of the parties.

STEP ONE:

1. An aggrieved employee and/or the P.B.A. shall institute action under the provisions hereof within ten days of the Act being grieved by formally in writing, advising his immediate superior. An earnest effort shall be made to settle the grievance, Failure to act within the said ten days shall be deemed to constitute an abandonment and waiver of the grievance. The immediate superior shall render a decision within two business days after receipt of the grievance.

STEP TWO:

1. In the event the grievance is not settled by Step One, the grievance shall be reduced to writing by the grievant setting forth the nature of the grievance, the facts upon which it is based, the provision of the Agreement allegedly violated, and the remedy requested signed by him and filed with the Chief of Police or other employer designated representative, shall render a decision in writing within seven business days from the receipt of the grievance.

STEP THREE:

1. In the event that the grievance is not settled at Step Two, then within 10 days following receipt by the PBA of the determination of the Chief of Police or other employer designated representative the matter shall be filed with the employer, who shall render a decision in writing within fifteen business days from the receipt of the grievance.

STEP FOUR:

1. In the event that the grievance is not resolved after Step Three, then within fifteen business days following receipt by the PBA of the determination by the employer the matter shall be submitted by the P.B.A. and/or the employer to binding arbitration pursuant to the Public Employees Relations Commission Rules and Regulations.
 2. However, no arbitration hearing shall be scheduled sooner than thirty days after the final decision of the employer. In the event the aggrieved elects to pursue civil service procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.
 3. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
 4. The decision of the Arbitrator shall be final and binding.
 5. The cost of the services of the Arbitrator shall be born equally by the employer and the P.B.A. The party incurring same shall pay any other expenses, including but not limited to the presentation of witnesses.
- D. Time – The time limits set out herein shall be strictly adhered to and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However upon mutual written consent of the parties, the time limits for any step may be extended or contracted.

ARTICLE VI
BULLETIN BOARDS

The employer shall permit the P.B.A. reasonable use of bulletin boards for the posting of notices concerning P.B.A. business and activities and concerning matters dealing with welfare of the employees. No matters of a derogatory nature shall be included and all notices shall be of a reasonable size.

ARTICLE VII
SENIORITY

- A. Seniority as defined herein shall be uniformly applied to all employees and shall be the determining criteria for vacations, shift assignments, days off, transfer, and layoff
- B. Employees shall be considered to have vested seniority as of the date hired as a full time police officer with the Pohatcong Township Police. Such seniority shall accumulate until separation and shall continue during all periods of vacations, sick leave, disability, or other leave as provided herein or in accordance with law. All part time employment is excluded from seniority.

ARTICLE VIII
VACATIONS

A. All employees shall be granted vacation leave with pay as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE</u>
Up to One (1) year	Up to 5 working days (pro-rated)
After One (1) year	10 working days per year
After Five (5) years	15 working days per year
After Ten (10) years	20 working days per year
After Fifteen (15) years	25 working days per year
After Twenty (20) years	30 working days per year

All employees hired on or after January 1, 2017 shall be granted vacation leave with pay as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE</u>
Up to One (1) year	Up to 5 working days (pro-rated)
1 to completion of 5 years	9 working days per year
6 to completion of 10 years	12 working days per year
11 to completion of 15 years	15 working days per year
16 to completion of 20 years	18 working days per year
21 to completion of 25 years	20 working days per year
After 25 years	25 working days per year

- B. All above references to years shall mean years of service calculated from date of hire, and all vacation leaves shall vest at the beginning of the year of service.
- C. Vacation days that are not used by December 31st may be accumulated into the following year only. Employees may elect to be paid for unused vacation days in the first pay period of December for that year (not to exceed days earned up to one year).
- D. Each employee shall also receive three (3) paid personal days off of their own choosing each year upon giving their immediate supervisor at least twenty-four (24) hours notice. An additional personal day, deducted from the employee's accumulated sick leave as a sick-personal day, may be taken each year at the employee's discretion. Unused personal leave cannot be carried over to the following year.
- E. Upon an employee's retirement (i.e. age, term of service, and/or disability) from the Police and Fireman's Retirement System, full value of unused vacation shall be paid to that member at his current regular pay rate.

- F. At the start of each year and before January 15th officers will be permitted, by rank and then seniority, to submit their respective requests for a maximum of two (2) weeks vacation. After the completion of first round selections, and with the Chief's approval of each vacation, the vacation requests will be open on a first come basis.
- G. The Chief of Police is excluded from the above vacation scheduling procedure.
- H. A minimum of two (2) officers assigned to patrol division shall be granted vacation leave from the regular daily work schedule on any given day of the calendar year, provided however, that there shall be sufficient and available manpower to function and operate the police department.

ARTICLE IX
HOLIDAYS

A. Employees shall receive the following paid traditional holidays:

New Years Day	January 1 st
Martin Luther King Day	January 15 th
Lincoln's Birthday	February 12 th
Washington's Birthday	February 22 nd
Good Friday	
Memorial Day	May 30 th
Independence Day	July 4 th
Labor Day	
Columbus Day	October 12 th
General Election Day	
Veterans Day	November 11 th
Thanksgiving Day	
Friday After Thanksgiving	
Christmas Eve	December 24 th
Christmas Day	December 25 th

- All holidays will be considered the traditional, instead of the observed legal holidays.
- B. Any employee required to work on any of the above enumerated holidays shall be entitled to, in addition to his regular pay rate, overtime compensation for all hours worked as follows:
1. Each employee shall receive fifteen (15) paid holidays at the beginning of each year which will be added to the employees base salary making it part of his adjusted salary.
 2. In addition to article IX(b)1 any employee who works on a paid holiday shall be compensated for an additional five (5) hours straight time for a ten (10) hour schedule and six (6) hours straight time for a twelve (12) hour schedule. An employee who works beyond his shift shall also be entitled to overtime.
- C. Each employee will receive any unpaid holiday pay in the current pay period, calculated in accordance with sections A and B of this Article.

ARTICLE X
LEAVES OF ABSENCE

- A. Leave – any and all requests by an employee for leave without pay shall be governed by the applicable Civil Service Rules and Regulations in effect at the time of said employee’s request.
- B. Sick Leave – Sick leave is defined to mean: Absence from duty of an employee because of illness or injury by reason of which such employee is unable to perform the usual duties of his position or his exposure to a contagious disease. Sick leave shall not be interpreted as including an extended period where the employee serves as a nurse or housekeeper during a protracted illness of a member of the family. After three consecutive days sick leave, a doctor’s note must be given to the Chief of Police upon returning to work, if requested.
1. Each employee shall be entitled to the following sick leave per year.

Up to one of year of service:	12 working days per year earned at a rate of one day per month.
After one year of service:	15 working days per year at the rate of one and one-quarter days per month, accrued on January 1 st of the calendar year
 2. An employee who becomes ill or injured due to the performance of his duties shall receive full salary without being required to use sick days accumulated. The employer and Workmen’s Compensation, or a combination thereof will pay such salary, Any Workmen’s Compensation will be deducted from the employee’s gross pay for the period involved and the employer, if any, will pay the difference.
 3. Unused sick time shall accumulate from year to year without limitation.
 4. Once sick days have accumulated in excess of ninety (90)days, employees shall have the ability to “sell back” up to one-half of any sick time accumulated for that calendar year in the first pay period of December for that year (not to exceed 7.5 days). In the event that all sick days have been exhausted, it is understood that there will be no additional paid sick days until the next calendar year.
 5. A full time employee shall receive payment of 50% for any accumulated sick time upon retirement from PFRS at his current regular pay rate. Any employee hired on or after January 1, 2012 shall receive payment of 50% for any accumulated unused sick time upon retirement from PFRS, but not exceed \$15,000 in accordance with P.L. 2010, Ch.2.

C. Bereavement – Employees shall receive the following schedule of paid leave in the event of a death in the family:

Death of a Spouse or Child	5 working days
Parent	5 working days
Mother or father-in-law	3 working days
Grandparent	3 working days
Brother or sister	3 working days

1. In the event of a death in the officer's family not specifically mentioned, time off may be granted with the approval of the Chief of Police or the employer. Any extra paid time off needed by the officer may be approved by the Chief of Police without penalty of any sick days accumulated.

ARTICLE XI
CLOTHING

- A. The employer will provide all employees with uniforms.
 - 1. The employer will pay for cleaning of the Uniforms of the Day.
- B. If any part of the employee's uniform and/or personal effects is destroyed in the line of duty, it shall be the responsibility of the employer to replace same upon approval of the Chief of Police, which approval shall not be unreasonably withheld.
 - 1. This article covers personal effects used while on-duty and approved By the Chief of Police via standard operating procedures or directives of the Pohatcong Police Department.
- C. Any employee assigned to the criminal investigation division shall be entitled to a \$600.00 annual clothing allowance. This allowance shall be paid to the employee on the first pay week of January each year.

ARTICLE XII
OVERTIME

- A. Overtime shall be defined as time worked by an employee with the express authorization of the employer in excess of the regular daily work requirement, or on the employee's regular day off. In addition, for employees who work a 12 hour day, overtime shall be paid for any time worked beyond forty (40) hours in a seven (7) day period.
- B. The opportunity to work overtime shall be distributed as equally as possible among the employees.
- C. Overtime shall be compensated at the rate of one-and-one-half times the hourly rate to be determined by the division of the employee's annual regular pay rate by 2080 hours.
- D. For appearance in any and all Court, each employee shall be guaranteed a minimum of two (2) hours overtime for each appearance in the event that he is required to appear for less than two (2) hours. Should he appear for more than two (2) hours, he shall receive overtime compensation for the amount of time so required, except that if an employee is on-duty then he will receive his regular pay.
- E. All overtime pay will be included in the pay period worked and paid to the employee on the next scheduled pay date.
- F. For emergency call-out situations, involving a non-scheduled employee, said employee is guaranteed a minimum of three (3) hours overtime in the event that he is required to appear for less than three hours. Should an employee be required to work for more than three (3) hours, he shall receive overtime compensation for the amount of time so required.
- G. Officer Give Back Time (O.G.B. Time): is defined as any time worked by the employee for the below listed trainings and community policing events. All time earned will be earned at straight time only; all time shall be used at the officers discretion and will not cause overtime. This time must be utilized by the end of the calendar year.
 - 1. Mandatory Agency Training (M.A.T.S.)
 - 2. Community Policing Events (ie: National Night Out)
 - 3. In Service Training
 - 4. Specialized County Teams Unit (training only)
 - a. The employer shall give each employee a forty-eight hour notice of a temporary schedule change for OGB Time.

H. Compensatory time: Officers offered overtime by the employer to cover patrol duties may elect compensatory time in lieu of cash payment for the hours worked and may then take time off at a later date in that calendar year, so long as it does not cause overtime. All employees shall have the ability to "sell back" all unused compensation time accumulated for that calendar year in the first pay period of December for that year. In the event any compensation time is accumulated after December 1st shall be carried over to the following calendar year. At no time shall the Chief, C.L.E.O. or his designee order any employee to work a day for compensation time. All hours worked shall be earned at an hour and a half, per hour.

ARTICLE XIII
INSURANCE

- A. The employer shall provide full coverage health, life, and accident insurance to members covered by the contract. A copy of the policies and coverage will be given to each employee.
1. The employer may, at its option, change the current insurance plan and/or carriers, or self-insure, so long as the benefits and network (Valley Preferred and MediChoice) are substantially comparable to those provided by National Benefit Administrators, Group Policy No. 4850 effective on January 1st, 2000:

MEDICAL –

In-Network:

\$15 Co-pay

100% payment of most charges following the co-pay

100% preventive care to \$300 per year

Out-Of-Network

\$500 Deductible

2 x Individual deductible maximum per family

80% of the first \$2,500, 100% thereafter

100% preventive care to \$300 per year

Mental/Nervous & Substance/ Alcohol abuse plan
maximum 30 days inpatient.

\$2,000,000 plan maximum per individual

PERSCRITION DRUG CARD-

\$5.00/\$10.00 Co-pay

DENTAL – benefits are to be provided and to include the following in “network” coverage:

Preventive Services: 100%

Basic Services: 100%

Major Services: 50%

\$25.00 deductible

3 x individual deductible maximum per family applicable to major treatment only.

\$1,000.00 calendar year maximum per person.

2. **SECTION 125 WAIVER:** The employer shall offer all employees, without limitation, the opportunity to waive any of the above-mentioned health and/or dental benefits in exchange for an annual lump sum payment to the employee which is equal to 25% of the premium amount, not to exceed \$5000.00 or whichever is less, that the employer would otherwise have paid for said coverage on behalf of the employee, pursuant to Section 125 of the Internal Revenue Code.
 - a. **Eligibility –**
In order to be eligible to withdraw the employee must present to the employer, by November 15th of the preceding calendar year, a letter requesting desire to withdraw and demonstrate, in writing, that she/he receives medical benefits from another provider.
 - b. **Payments-**
On a quarterly basis (March 1st, June 1st, September 1st, and January 1st) the employee would be eligible for reimbursement of 50% of the previous quarter's premium cost for said employee. This reimbursement will be paid through the next scheduled payroll period and subject to all applicable taxes.
 - c. **Re-Enrollment-**
 - i. Employees may opt to re-enroll annually by submitting notice, in writing, by November 15th of the preceding calendar year.
 - ii. Employees may only re-enroll during the calendar year upon proof of a life status change (e.g., unemployment, death, or disability of a spouse, divorce, etc...). Acknowledging that any subsequent waiver payment owed would be pro-rated monthly with the remaining balance being applied towards the cost of coverage.
3. Effective January 1, 2013, all employees receiving health benefits under this Article shall be required to contribute towards the cost of the premium for medical insurance and prescription coverage pursuant to Public Law 2011, Chapter 78.
4. The employer will maintain life and accidental death and disability insurance in the amount of Five Thousand Dollars (\$5,000.00) per employee, as currently provided by Fort Dearborn Life Insurance Company – Group Certificate Policy Number 371019-0001.

ARTICLE XIV
ACTIONS AGAINST POLICEMEN

The employer shall provide full services as required by the State Law where actions are brought against employees. The employer shall provide all employees with false arrest insurance and vicarious liability.

ARTICLE XV
MUTUAL AID

- A. Employees while rendering aid to another community are fully covered by Workmen's Compensation, Liability Insurance and Pension, as provided by State Law.
 - 1. This coverage shall apply to an employee acting in the line of duty whether officially on-duty or off-duty. As long as he or she is upholding his or her oath of office as a law enforcement officer no employee shall suffer any non-compensable loss should injury occur.

ARTICLE XVI
PENSION

The employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the Statutes and Law of the State of New Jersey.

ARTICLE XVII
SALARIES

- A. The following base salary schedule shall be implemented for the positions of Patrolman Trainee, Tenth Class, Ninth Class, Eighth Class, Seventh Class, Sixth Class, Fifth Class, Fourth Class, Third Class, Second Class, and First Class:

	2016 Salaries	2017 Salaries	2018 Salaries	2019 Salaries
	1%	1.5%	1.5%	1.5%
Probation	\$38,000.00	\$38,570.00	\$39,148.55	\$39,735.78
10 th class	\$41,410.00	\$42,031.15	\$42,661.62	\$43,301.55
9th class	\$46,049.94	\$46,740.69	\$47,441.80	\$48,153.43
8th class	\$50,689.88	\$51,450.23	\$52,221.98	\$53,005.31
7th class	\$55,329.82	\$56,159.77	\$57,002.16	\$57,857.19
6th class	\$59,969.76	\$60,869.31	\$61,782.35	\$62,709.08
5th class	\$64,609.70	\$65,578.85	\$66,562.53	\$67,560.97
4th class	\$69,269.64	\$70,288.38	\$71,342.71	\$72,412.85
3rd class	\$75,793.43	\$76,930.33	\$78,084.29	\$79,255.55
2nd class	\$79,428.42	\$80,619.85	\$81,829.14	\$83,056.58
1st class	\$88,265.92	\$89,589.91	\$90,933.76	\$92,297.77

1. An employee shall advance to the rank of Patrolman Tenth Class after one full year from the date of graduation/hire; to Patrolman Ninth Class, two years from the date of graduation/hire; to Patrolman Eighth Class three years from the date of graduation/hire; to Patrolman Seventh Class four years from the date of graduation/hire; to Patrolman Sixth Class five years from the date of graduation/hire; to Patrolman Fifth class six years from the date of graduation/hire; to Patrolman Fourth Class seven years from the date of graduation/hire; to Patrolman Third Class eight years from the date of graduation/hire; to Patrolman Second Class nine years from the date of graduation/hire; to Patrolman First Class ten years from the date of graduation/hire, and by review and approval of the Chief of Police and/or Director of Public Safety.
2. The governing body has the right to hire any officer at any step they deem appropriate. That officer would then advance to the next step class one year after their hire date contingent that the officer is no longer on probation. The officer continues to advance one additional step every year until he/she reaches the rank of Patrolman First Class.

- a. Ex: An officer is hired at Patrolman Fifth Class would advance to Patrolman Fourth Class after they complete one year of service from date of hire, advance to Patrolman Third Class after they complete two years of service from date of hire, advance to Patrolman Second Class after they complete three years of service from date of hire, advance to Patrolman First Class after they complete four years of service from date of hire.
- 3. Any probationary officer that leaves the Department prior to obtaining Patrolman Ninth Class shall be required to reimburse the Township for any training costs incurred in conjunction with their employment, including, but not limited to, training at an approved police academy.
- B. Any employee promoted to the rank of sergeant or above shall receive a per annum base salary.

Percentage increment above Patrolman First Class based on the following schedule:

<u>RANK</u>	<u>PERCENTAGE %</u>
Sergeant	9.0%
Lieutenant	19.5%
Captain	29.0%

- C. Any employee assigned as a full-time detective shall receive a \$1,550.00 per annum stipend in addition to his base salary.

ARTICLE XVIII
WORK SCHEDULE AND SHIFT ASSIGNMENTS

A. It is the sole prerogative of the Chief of Police to establish a work schedule that shall be posted prior to November 15th of each year. Employees covered by this Agreement shall be entitled to bid for shifts annually in accordance with Rank, e.g., sergeants for selection of shift supervisor on each of the respective shifts, then Seniority as defined in Article VII herein, which work schedule shall commence no later than January 1st of each year.

B. Work Schedule Options:

1. Ten Hour Schedule: It is agreed that the workweek shall consist of no more than four (4) consecutive work days, consisting of ten (10) hours each day, with no less than three (3) consecutive days off between weeks.

It is also agreed that an employee shall receive a one-month notice of a permanent shift change and at least seventy-two (72) hours notice of a temporary change. If such change should result in the employee's being required to work more than ten (10) hours, that employee shall be compensated at the rate of one and one-half times his regular hourly pay rate for all hours worked over ten (10) hours.

- a. Pit-man schedule shall consist of two consecutive days on with every other Friday, Saturday and Sunday off.

2. Twelve Hour Schedule: It is agreed that the work week shall consist of no more than three (3) consecutive work days, consisting of twelve (12) hours each day, with no less than two (2) consecutive days off between weeks. Any hours worked over and above the regular daily work requirement of twelve (12) hours will be paid at one-and-one-half times the employee's regular hourly pay rate. Employee shall also be compensated for any hours required to work more than the regular 2080 hour work year caused by a 12 hour schedule. Compensation shall be in the form of scheduled time off to be used at the employee's discretion as to not cause overtime. All time shall be vested January 1st of that calendar year and not to be carried over to that following year.

It is also agreed that an employee shall receive a one-month notice of a permanent shift change and at least seventy-two (72) hours notice of a temporary change. If such change should result in the employee's being required to work more than twelve (12) hours that employee shall be compensated at the rate of one and one-half times the employee's regular hourly pay rate for all hours worked over twelve (12) hours.

- a. Four days on, three days off schedule shall consist of four consecutive days on and three consecutive days off.
 - b. Pit-man schedule shall consist of two consecutive days on with every other Friday, Saturday and Sunday off.
- C. Off in Lieu of Overtime (O.I.L Day): Employees covered by this Agreement acknowledge that, with at least forty-eight hours notice of a temporary change, the employer reserves the right to temporarily modify employees normal work schedules only due to in-service trainings and specific community policing events in order to limit unnecessary overtime compensation. It is understood that whenever possible the employer shall schedule all due O.I.L. time within the same pay period so that said employee does not exceed eighty hours for the pay period.
- D. When two employees are regularly scheduled for duty on the same shift and one reports off sick the on-duty officer will be able to fill up to the portion of the shift necessary to maintain two officer coverage. If no one is available to work the opening, or a portion thereof, the remaining officer will work alone without additional compensation. All efforts to fill the shift will be done in accordance with departmental policy.

ARTICLE XIX
TRAVEL ALLOWANCE

- A. Employees covered by his Agreement shall be reimbursed at the rate currently allowable by I.R.S. guidelines pertaining to mileage reimbursement for the pre-authorized use of his/her personal vehicle for attendance at out-of-town functions such as meetings, court and training sessions, if attendance is required.

- B. Employees shall be reimbursed for meals and lodging while attending out-of-county functions, if approved in advance by the Chief of Police, in accordance with the standards set by I.R.S. Publication 1542.

ARTICLE XX
EDUCATIONAL INCENTIVE

All employees covered by this Agreement shall receive fifteen dollars (15.00) annually for each college credit he/she has as of January of the then current calendar year, which credits are applicable towards an accredited Law Enforcement Degree Program (e.g., Criminal Justice or Police Science).

ARTICLE XXI
LONGEVITY

A. Longevity bonuses shall be paid to employees who have served with the employer based on the following:

On an employee's 5 th year anniversary and through his/her 9 th year of service the annual Longevity Bonus will be....	1.0% of his/her base salary
On an employee's 10 th year anniversary and through his/her 14 th year of service the annual Longevity Bonus will be.....	2.0% of his/her base salary
On an employee's 15 th year anniversary and through his/her 19 th year of service the annual Longevity Bonus will be....	2.5% of his/her base salary
On an employee's 20 th year anniversary and through his/her 24 th year of service the annual Longevity Bonus will be....	3.0% of his/her base salary

Employee hired on or after 01/01/2013 shall not be entitled to Longevity.

B. All longevity bonuses shall be vested as of January 1st of the calendar year of the employee's anniversary date. All longevity bonuses shall be part of pensionable base pay and be paid in accordance with the requirements of the Police and Firemen's Retirement Fund.

ARTICLE XXII
EXTRA CONTRACTUAL AGREEMENTS

The employer agrees not to enter into any other Agreement of contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the P.B.A. agrees to any change in writing.

ARTICLE XXIII
PRESERVATION OF PRACTICES

The employer agrees that all the benefits, terms and conditions of employment relating to an employee's status of police officers, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of commencement of collective bargaining negotiations between the parties leading to the executions of the Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any employee pursuant to any rules, regulations, instructions, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XXIV
FULLY BARGAINED PROVISIONS

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed.

ARTICLE XXV
SEPARABILITY AND SAVINGS

If any provisions of the Agreement or any application of this Agreement to any employee, or group of employees, is held to be invalid by operation of law by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to such invalid provision, provided the provision is of an economic nature, consistent with law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A et seq. However, all other provision and application contained herein shall continue in full force and effect and shall not be affected thereby.

ARTICLE XXVI
AGENCY SHOP PROVISION

A. Purpose of Fee – If an employee covered by this Agreement does not become a member of the P.B.A. during any membership year (i.e., from January 1st to the following December 31st) that is covered in whole or in part by this Agreement, said employee would be required to pay a representation fee to the P.B.A. for that membership year. The purpose for this fee will be to offset the employee's per capita cost of services rendered by the P.B.A. as majority representative.

B. Amount of Fee:

1. Notification – Prior to the beginning of each membership year, the P.B.A. will notify the employer in writing the amount of the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.
2. Legal Maximum – In order to adequately offset the per capita cost of services rendered by the P.B.A. as majority representative, the representative fee should be equal in amount the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee:

1. Notification – Once during each membership year covered in whole or in part by this Agreement, the P.B.A. will submit to the employer a list of those employees who have not become members of the P.B.A. for current membership year. The employer will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of representation fee and promptly will transmit the amount so deducted to the P.B.A.
2. Payroll Deduction Schedule – The employer will deduct from the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of

the membership year in question and until such time as a new Agreement is executed. The deductions will be with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the employer, or
 - b. Twenty (20) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the township in a non-bargaining unit position or was on layoff, in which event the resumption of employment in a bargaining unit position, whichever is later.
3. Termination of Employment – If an employee who is required to pay a representation fee terminates his or her employment with the town before the P.B.A. has received full amount of the representation fee to which it is entitled under this article, the employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
 4. Mechanics – Except as otherwise provided in this article, the mechanics for the deduction of the representation fees and the transmission of such fees to the P.B.A. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the P.B.A.
 5. Changes – The P.B.A. will notify the employer in writing of changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the employer received said notice.
 6. New Employees – On or about the last day of each month, beginning with the month this Agreement becomes effective, the employer will submit to the P.B.A. a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include, names, job titles, and dates of employment for all such employees.
- D. The P.B.A. agrees to establish and maintain a “Demand and Return” system whereby employees who are required to pay the representation in lieu of dues may demand the return of the “Pro Rate Share” if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall

also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the P.B.A. Such proceedings shall provide for an appeal by either the P.B.A. or the employee to the Review Board established for such purposes and in accordance with the N.J.S.A. 34:13A-5.4, as amended.

- E. The P.B.A. shall indemnify and hold harmless the employer against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the employer for the purpose of complying with any of the provisions of this article.

ARTICLE XXVII
TERM AND RENEWAL

THIS Agreement shall be in full force and effect retroactively as of 12:01 a.m. January 1, 2016 and shall remain in effect to and including December 31, 2019 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter until a new contract is agreed upon or one party or the other gives notice in writing no sooner than one hundred fifty days nor later than ninety days prior to the expiration date of the Agreement of a desire to change, modify or terminate this Agreement. In the event such written notice is given, and a new Agreement, said Agreement is to continue in full force and effect until a new Agreement is signed, unless prior to December 31, 2019 there shall be a dissolution of the Pohatcong Township Police Department.

IN WITNESS WHEREOF, the Parties by their authorized representatives have hereunto set their hands and seals this 17th day of January, 2017.

**TOWNSHIP OF POHATCONG
WARREN COUNTY
STATE OF NEW JERSEY**

**NEW JERSEY STATE POLICEMENS
BENEVOLENT ASSOCIATION
LOCAL NO. 280**

<u><i>[Signature]</i></u> Mayor	<u><i>[Signature]</i></u> #13
<u><i>Wanda L. Kutner</i></u> Township Clerk	<u><i>[Signature]</i></u> #21
	<u><i>[Signature]</i></u> #18