

AGREEMENT

Between

TOWNSHIP OF OLD BRIDGE

and

OLD BRIDGE POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 127

JULY 1, 2002 through JUNE 30, 2004

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PREAMBLE

This Agreement entered into this ____ day of _____, 2004, by and between the TOWNSHIP OF OLD BRIDGE, a municipal corporation in the County of Middlesex within the State of New Jersey, hereinafter called the “Township” or the “Employer” and the OLD BRIDGE POLICEMEN’S BENEVOLENT ASSOCIATION, LOCAL NO. 127, hereinafter called the “P.B.A.”, represents the complete and final understanding on all issues that were bargained between the Township and the P.B.A.

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes P. B. A., Local No. 127 as the sole and exclusive collective negotiations agent for all patrol officers employed by the Township. The positions of Director of Public Safety, Chief of Police, Deputy Chief of Police, all other sworn Superior Officers, and all other employees of the Township are specifically excluded from this unit.
- B. The term “patrol officer” shall be defined to include all bargaining unit members noted in Section A, regardless of their assignments or appointments, the plural as well as the singular, males and females.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Public Employer-Employee Relations Act, hereinafter “Act”, and any successor changes in the laws governing public employees,

in a good faith effort to reach agreement. Such negotiations shall begin not later than February 1st of the expiration date of this agreement. The Association further agrees to initially provide the Township with the text of said proposals not later than that date.

- B. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the Township Council and the members of the P.B.A. for ratification, decision or vote. Any agreement of the parties in negotiations will be reduced to writing and will become binding for the period of agreement upon ratification.
- C. Nothing herein shall be construed to prevent any official from meeting with the employee organization for the purpose of hearing the reviews and requests of its members in such unit as long as the majority representative is informed and is present.
- D. The Township agrees that there shall be no unilateral changes in any negotiable terms and conditions of employment except as may be provided by law.

ARTICLE III

P.B.A. RIGHTS AND PRIVILEGES

- A. Information
 - 1. The Employer agrees to make available to the P.B.A. in response to reasonable requests, from time to time, all available information concerning plans and operational programs of the Department of Public Safety as well as the financial resources available to the Township, including but not limited to:

annual financial reports and audits, staffing plans, register of personnel, tentative budgetary requirements and allocations, agendas and minutes of all Council meetings, census data, individual and group health insurance premiums and experience figures, and other such information that shall assist the P.B.A. in developing accurate, informed and constructive programs on behalf of police officers, together with any information which may be necessary for the P.B.A. to process any grievance or complaint.

2. A designated P.B.A. representative may review the personnel file of a member of the bargaining unit in connection with the processing of a grievance provided that an appropriate release has been secured in advance from the affected individual(s).

B. Release Time for Meetings

1. Whenever any representative of the P.B.A. or any other employee covered by this agreement participates during an officer's working hours, in grievance proceedings, conference with management, negotiations, or any related litigation, initiated by the P.B.A. or the Township, the officer shall suffer no loss in pay or other contractual benefits to which entitled.
2. During collective bargaining, the Township will provide release time for representatives of the P.B.A., not to exceed four (4) representatives on or off duty, with no more than two (2) receiving compensatory time off.

C. Use of Municipal Facilities

1. The P.B.A. and its members and representatives shall have the right to use the Municipal Facilities at all reasonable times for meetings with approval of the Business Administrator or his/her designee provided that those facilities are not in use or scheduled to be used during the same time.
2. The Business Administrator or his/her designee shall be notified in advance of the time of the meeting, the location and anticipated duration.

D. P.B.A. Representatives

1. The P.B.A. Local #127 State Delegate is to receive a total of twenty-five (25) days to attend P.B.A. authorized state, county, tri-county meetings and P.B.A. State Convention, mini-conventions, and any other similar meetings or conferences provided five (5) days' written advanced notice specifying dates of meetings and conventions is given to the Chief of Police. A certificate of attendance to the conference will be submitted to the Chief of Police upon request.
2. Two (2) alternate P.B.A. Local #127 Delegates will be granted by the Chief, a maximum of six (6) days each without loss of pay to attend the State P.B.A. Convention, mini-conventions, and contingent upon five (5) days advance written notice from the Association. A certificate of attendance to the conventions shall be submitted, upon request, to the Chief of Police. The number of days allowed for the alternates will conform to state law.
3. The President of the P.B.A. shall be permitted release time to attend P.B.A. meetings.

4. Accredited representatives of the P.B.A. may enter Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the P.B.A. decides to have its representative enter Township facilities or premises, it will request such permission from the Chief of Police or his designee and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of Township government or normal duties of employees.
5. Representatives may be appointed by the P.B.A. to represent the P.B.A. in grievances with the Township.

E. Exclusive Rights

The rights and privileges of the P.B.A. and its representatives as set forth in this Article shall be granted to the P.B.A. as the sole and exclusive representative of all employees covered by this agreement. All of the aforementioned rights and rights which had been previously extended by practice to the P.B.A., as well as all other rights and courtesies extended to a sole and exclusive labor representative, shall be extended to the P.B.A. alone, in accordance with this Article, the law and appropriate judicial decisions.

ARTICLE IV

DUES CHECK-OFF AND REPRESENTATION FEE

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

310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e) as amended. Said monies, together with any records of corrections, shall be transmitted to the P.B.A. office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. The P.B.A. shall certify to the Township, in writing, the current rate of its membership dues. Should the P.B.A. change the rate of its membership dues it shall give the Township written notice prior to the effective date of such change.

C. The P.B.A. will provide necessary “check-off authorization” forms and will deliver the signed forms to the Director of Finance.

D. Representation Fee

1. If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this agreement, in whole or in part, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee’s per capita cost of services rendered by the Association as majority representative. The P.B.A. agrees to provide an Association grievance form to all non-Association members who so request one.

2. Amount of Fee

a. Notification

Prior to the beginning of each membership year, the Association will notify the Mayor or his designee in writing as to the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The

representation fee to be paid by non-members will be equal to 85% of that total amount.

b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members and the representation fee has been set at 85% of that amount solely because that is the maximum currently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change. Should the maximum amount be decreased by law the Association would have the final say as to whether or not to implement the fee or remove this section of the Article.

3. Deduction and Transmission of Fee

a. Notification Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Business Administrator or his/her designee a list of those employees who have not become members of the P.B.A. for the then current membership year. The

Township will deduct from the salaries of each employee, in accordance with Paragraph b below, the full amount of the representation fee and promptly transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule

The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (1) Ten (10) days after the receipt of the aforementioned non-member list by the Mayor or his designee, or (2) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a non-bargaining unit position and then became covered by this agreement or was laid off, in which event the deductions will begin with the first paycheck paid to said employee after the resumption of said employee's employment in a bargaining unit position.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment, for any reason, be it resignation, layoff, retirement, dismissal, or any other cause, before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the

fee from the last paycheck paid to said employee up to and including the last date of employment.

d. Mechanics

Except as otherwise provided in this Article, the mechanics of the deduction of the representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those for the deduction and transmission of regular membership dues. The Township will, however, indicate in those records transmitted to the Association which monies are receipts from the representation fee.

e. Changes

The Association will notify the Business Administrator or his/her designee in writing of any changes in the list of non-members provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Business Administrator or his/her designee received such notification.

f. New Employees

On or about the last day of each month, beginning with the month that this agreement becomes effective, the Township will submit to the Association, a list of all new employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

4. Liability

The P.B.A. shall defend and save the Township harmless against any and all claims that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the P.B.A. to the Township, or in reliance upon the official notification on the letterhead of the Association advising of changed deduction.

5. The rights and benefits extended herein shall apply and be extended to the P.B.A., solely and exclusively, and shall not be afforded to any other organization, whatsoever, without the expressed written consent of the P.B.A.

ARTICLE V

NO-STRIKE PLEDGE

A. Whereas the P.B.A. and its members do not enjoy the right to strike as may be traditionally defined and interpreted by law or judicial opinion, The P.B.A. will not encourage, sanction, or participate in or instigate any strike, sick out, or any other prohibited work stoppage during the duration of this Agreement. The P.B.A. further agrees that in the event of any non-sanctioned strike or work stoppage, it will actively encourage its members to honor this Article and return to their normal duties. It is understood that any individual(s) who may be charged with violating this Article shall be afforded all protection of the grievance procedure of this Agreement. Furthermore, while the P.B.A. agrees to the above without reservation, it and the Council recognize the legal responsibility of the bargaining agent (P.B.A. Local #127) to represent, without prejudice, any individual accused of violating this or any other Article heretofore agreed.

- B. Nothing contained within this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the P.B.A. or its members.
- C. The Association shall not be held liable for unauthorized acts of unit employees provided that the Association will do everything in its power to prevent its members from participating in any strike, work stoppage, sick out, slow down, or other activity aforementioned and ordering all who participate in such activity to cease and desist from the same immediately and return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

ARTICLE VI

SALARIES

A. Effective July 1, 2002, salaries shall be increased 3.9% percent. Effective July 1, 2003, salaries shall be increased 3.9%.

B. The base salaries during the lifetime of this Agreement will be as follows:

July 1, 2002

Patrolman

First Year	\$38,092.94
Second Year	\$42,684.46
Third Year	\$48,873.88
Fourth Year	\$55,067.19
Fifth Year	\$61,256.61
Sixth Year	\$67,447.34

July 1, 2003

First Year	\$39,578.56
Second Year	\$44,349.15
Third Year	\$50,779.97
Fourth Year	\$57,214.81
Fifth Year	\$63,645.62
Sixth Year	\$70,077.79

C. There shall be an annualized salary of \$26,000 Academy rate of pay for that period of time any new hire spends in training at the Police Academy. After graduation from the Police Academy, the new hire shall be placed on the “First Year” step of the appropriate salary guide. Advancement on the salary guide shall be based on the date of hire.

ARTICLE VII

OVERTIME

- A. All Patrol officers assigned to the Patrol Bureau shall be paid time and one-half for all overtime worked over ten (10) hours per twenty-four (24) hour period provided such overtime is one-half hour or more beyond the regularly scheduled work time, and at a rate of time and one-half for every successor half hour thereafter. All other employees not working ten (10) hour shifts shall be paid time and one-half for all overtime work over eight (8) hours per twenty-four (24) hour period provided such overtime is one-half hour more beyond the regularly scheduled work time, and at a rate of time and one-half for every successor half-hour thereafter, unless specifically modified below in Sections C and D. This shall apply whenever an officer is ordered to work after completing his regularly assigned tour of duty or if he is called in on his off duty time. When called in on his day off or after having been released from duty an officer shall be guaranteed a minimum of four (4) hours overtime work except when such call extends the regular shift by commencing it early.
- B. All Patrol Officers covered by this contract with the exceptions of those listed below, shall have the choice of either accepting pay at the rate of time and one-half or extra time off (ETO) at the rate of time and one-half. All ETO must be taken within sixty (60) days of working same. If for any reason the Administration cannot grant the ETO, the employee will receive payment.
- C. All Patrol Officers assigned to Planning and Administration, Traffic and Safety, Records, the I. D. Bureau, and the Communications Officer shall be paid an additional

One Thousand Dollars (\$1,000.00) per year in addition to their regular annual base salary.

D. Detective Bureau

1. All Patrol Officers assigned to the Detective Bureau shall be paid, above their respective base salary, an additional One Thousand Dollars (\$1,000) per year.
2. In the event that a detective is required to work overtime he or she shall be compensated the rate of time and one-half for all hours worked.
3. In the event that a detective is called for duty while on stand-by, the employee shall be compensated at the rate of time and one-half for all hours.
4. A detective required to work on a scheduled vacation or other than a scheduled tour of duty, shall be compensated at time and one-half.

E. Work Schedules

1. Patrol Bureau

All employees assigned to the Patrol Bureau shall work a four on and four off (4 - 4) schedule, with each daily tour being ten (10) hours in length. For purposes of calculating the employee's overtime rate, however, the standard of thirty-seven and one-half (37 1/2) hours shall be utilized.

2. Non-Patrol Bureaus

All other employees not assigned to the Patrol Bureau shall work a five on and two off (5 - 2) work schedule, with each daily tour being eight (8) hours in length. Such schedule will consist of a two (2) shift operation, forty (40) hours per week, Monday through Friday, with no weekend or holiday stand-by. The

employees working in such Bureaus shall have their overtime rate calculated by the same thirty-seven and one-half hour standard.

3. All employees working schedules other than the 4 - 4 shall be compensated with an additional seventeen (17) days off per year. By December 1 of each calendar year the Chief shall designate, as a matter of policy, in writing, which holidays for the following year must be used as days off within the meaning of this section.

F. Overtime Distribution

1. Overtime assignments shall be distributed among the respective division employees covered under this Agreement, in an equitable proportion.
2. An up to date overtime chart will be kept on a daily basis in the office of the officer in charge, so as to afford all division employees an equal opportunity to work overtime on a rotating basis. If an employee is not immediately available to answer a call by the OIC requesting his appearance to work overtime, the OIC will then call the next employee on the chart.

G. Light Duty

All employees covered under this Agreement who are injured on or off duty and are eligible for light duty assignment, will be required to work a five on and two off (5 - 2) work schedule, 7.5 hours per day, Monday through Friday (37 1/2 hours per week); assignment at the discretion of the Chief.

H. Working Up in Rank

All employees that are required to perform those duties of a superior officer, will be compensated at the prevailing rate of that supervisory position, provided that the

employee has served in a supervisory capacity in excess of thirty (30) days during the employee's employment with the Township subsequent to January 1, 1982. Should the employee exercise performance in a supervisory capacity in excess of three (3) hours per day, the employee will be credited with a full day in that capacity toward said thirty (30) working days. Once having achieved the thirty (30) working day requirement, the employee will receive the prevailing rate of the supervisory position on all subsequent occasions.

I. In-service Training

Each employee will be compensated at straight time rate for the first eight (8) hours of in-service training during the calendar year. In-service training in excess of eight (8) hours shall be compensated at a rate of time and one-half.

J. Muster Time

Employees shall be paid in accordance with these provisions for any required muster or shape-up time.

ARTICLE VIII

LONGEVITY

A. All employees covered under this Agreement shall receive longevity payment on the following basis:

5	years of service.....	2.5%
10	years of service.....	5.0%
15	years of service.....	7.5%
20	years of service.....	10.0%
24	years of service.....	12.5%
29	years of service.....	15.0%

B. Consecutive years in service shall be computed from the date of initial employment by the Township, except where service was interrupted. In such cases, consecutive years of service shall be computed as follows:

1. Authorized Leave of Absence

Commenced at the employee's request from date of initial employment less time for leave of absence.

2. Resignation and Subsequent Rehiring

If a person resigns and is rehired within one (1) year of the resignation, the employee shall be allowed to work five (5) consecutive years and then have time bridged back to the original hiring date prior to the resignation and all benefits and longevity shall be forthcoming.

3. Military Service

Employment shall be considered as uninterrupted except that no credit shall be allowed for service in the Armed Forces.

4. Disciplinary Action

No credit shall be allowed for the amount of time lost due to disciplinary action.

C. Longevity shall be paid on a bi-weekly basis as part of the employee's regular pay.

ARTICLE IX

VACATION

- A. Each employee will receive vacation based upon the following:
1. One (1) day vacation per month for the first calendar year of employment.
 2. Eighteen (18) vacation days per year for the second and third calendar years of employment.
 3. Twenty (20) vacation days per year for the fourth calendar year of employment and all years thereafter.
- B. All employees shall be permitted to carry over ten (10) vacation days into the new year provided that the request to carry over is submitted by October 1st of the current year, subject to the approval of the Business Administrator with notice to the Chief.
- C. Emergency vacation time off shall be administered as follows:
1. An officer requesting such time off shall notify the Officer in Charge no later than one (1) hour prior to the commencement of the officer's shift.
 2. For Patrol Officers, the time off requested shall be granted, provided that there are at least five (5) other patrol officers assigned to road patrol for that tour of duty.

For Non-patrol Officers, they shall be granted the requested time off provided that the employee's services are not required for a specific function that day.
 3. The above number of patrol officers shall not be interpreted as establishing a required minimum staffing requirement.
 4. Said requested time off shall not be approved where there exists a bona fide police emergency.

5. Once on duty, this procedure shall not preclude an employee from requesting emergency vacation time off for some time during the work shift. The same standard established in subsection 2 above shall control.

ARTICLE X

HOLIDAYS

- A. All police officers will be paid for the following holidays at their prevailing rate of pay distributed equally within each employee's regular pay:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Primary Election Day	Christmas Day

One (1) floating holiday (after one full year, upon retirement or resignation, the officer will receive that day.)

- B. Said pay will be distributed equally among each employee's regular bi-weekly pay and shall be counted as part of the employee's base annual salary. Said payment shall not be tabulated into the employee's base salary for hourly rate, overtime or longevity tabulation.
- C. The Township reserves the right to withhold from the Holiday Pay of an employee, for just cause, any scheduled workday holiday on which the employee calls in sick.

ARTICLE XI

SICK AND BEREAVEMENT LEAVE

A. Sick Leave

1. Sick leave is to be considered an insurance type benefit, to be used when needed due to personal illness or physical incapacity. Sick leave may be used for illness in an employee's immediate family, requiring the employee's attention. Immediate family is defined as: mother, father, mother-in-law, father-in-law, grandparents, husband, wife, son, daughter, brother, sister, brother-in-law, sister-in-law, or any other blood relative residing in the employee's household.
2. Each employee shall have sixteen (16) sick days per year. Of these sixteen (16) days per year one (1) may be designated by the employee as a personal day. Any personal day not taken by the end of the calendar year shall be accrued as sick time and carried as part of the employee's sick time bank.
3. Any officer who is entitled to sick time and is sick for more than five (5) consecutive days, shall be required upon request to furnish the Chief of Police with a doctor's certificate stating the nature of illness and the expected date of return to work. The cost of said doctor's certificate shall be borne by the employee.
4. Accrued Sick Leave - Annual, Retirement or Death
 - a. No later than October 1 of each year, the P.B.A. shall send to the Business Administrator a list of employees who wish to cash in a

number of that year's unused sick days. The following procedure shall be utilized:

- (1) The Township shall, at its sole discretion, determine the amount of money available for such purpose. The amount shall then be divided by the average daily base salary of the employees of this unit and an average number of days which the Township can afford to cash in shall be established. This shall also be accomplished by October 1.
- (2) In order for an employee to avail himself/herself of this program, they may have used no more than five (5) sick days throughout the year.
- (3) Once the Township has determined the amount of money available and the average number of days which it could cash in, it shall determine jointly with the P.B.A. the maximum number of sick days each qualified employee may cash in, which, however, may not exceed ten (10). This shall be accomplished no later than November 1.
- (4) Eligible employees shall be notified as to the maximum number of days that they can cash in. The employee, no later than November 15, shall, at his/her option, elect the number of days, if any, to be cashed in. Those availing themselves of this option shall receive a check for the cashed in days no later than the last pay period in December.

- (5) It is understood that once cashed in those days are no longer accrued by the employee nor are they available for use as sick days.
- b. Each full time employee who retires for reasons of physical disability, age or length of service to the Township shall be entitled to collect upon retirement, payment in full, on a per diem basis, all accrued sick leave. In the case of an employee's death, said payment shall be made to the beneficiary as indicated on the Police and Firemen's Retirement System forms.
- c. Effective January 1, 1984, employees will be permitted to accrue no more than two hundred and eighty (280) sick days for purposes of payout under this Section. Those employees who are capped herein at two hundred eighty (280) days shall be limited to a cash maximum of Seventy-five Thousand (\$75,000) dollars. Any employee hired after January 1, 1984 shall be permitted to accrue no more than one hundred (100) days for purposes of payout under this Section. Those employees who are capped herein at one hundred (100) days shall be limited to a cash maximum of Thirty-seven Thousand Five Hundred (\$37,500) dollars. Any employee hired after July 1, 1994 shall be permitted to accrue sick leave for severance purposes as follows: one (1) day's pay for every two (2) days accrued sick days with a maximum cash payment of Fifteen Thousand (\$15,000) dollars. However, employees

may continue to accrue sick time beyond the aforementioned figures solely for the purposes noted in Section 1, above.

- d. In case of resignation, said employee shall be paid fifty percent (50%) of his accrued sick leave in accordance with the caps set forth in Section c. If dismissed for just cause, said employee is entitled to a hearing before the Council, or a committee thereof, to determine whether there are any equitable reasons to justify payment for sick leave based upon good cause.
5. The Chief may verify the illness or injury of any employee. Such verification procedure may include a telephone call or visit to employee's home.
6. The Chief may require an employee to submit to a physical examination. Such examination is to be conducted at the Township's expense.

B. Bereavement Leave

1. **Death in Employee's or Employee's Spouse's Immediate Family**
 - a. Five (5) days bereavement leave shall be provided to each employee without deduction of pay for each occurrence of death in the employee's or the employee's spouse's immediate family. The five (5) days shall be work days.
 - b. The immediate family shall be defined as: father, mother, step-father, step-mother, brother, sister, step-brother, step-sister, grandfather, grandmother, spouse, son, daughter, step-son, step-daughter, son-in-law, daughter-in-law, grandson, granddaughter, father-in-law, mother-

in-law, sister-in-law, brother-in-law, spouse's grandparents, or any other relative residing within the household of the employee.

- c. A working day is defined as any scheduled tour of duty prescribed by the employee's work chart.

2. Death of a Relative or Spouse's Relative Outside of the Immediate Family

- a. Three (3) days bereavement leave shall be granted in the event of the death of a relative or spouse's relative outside of the immediate family as defined above. Sick leave may be used if additional time is required.
- b. A relative outside of the immediate family is defined as: aunt, uncle, niece, or nephew. One (1) day leave shall be granted in the event of the death of an employee's first cousin.
- c. Such leave shall be granted up to and including the date of the funeral service. The employee's normally scheduled day off shall be included as bereavement leave in the event of the death of a relative outside of the immediate family. Vacation time shall not be included as an off day.

ARTICLE XII
HEALTH AND DISABILITY

A. Health Insurance

- 1.(a) All employees and their spouses and children shall be covered under the Township's Managed Care Health Benefits Program; a prescription drug plan covering one hundred percent (100%); a dental plan covering eighty percent (80%) of Class A and B services with a maximum of Two Thousand and Dollars (\$2,000) for Orthodontia.
- 1.(b) Prescription program shall be modified to provide for \$12.00 co-pay for non-generic prescriptions and a \$5.00 co-pay for generic prescriptions.
- 1.(c) A Point of Service program (POS) shall be available for any employee who voluntarily decides to utilize said program.
2. The Township shall have, at its discretion, the ability to offer a managed care (HMO) Dental Plan as an alternative choice to the traditional dental plan, with participation in said plain to be at the option of the employee.
3. Any employee shall have the option of surrendering coverage under the above-provided health and hospitalization coverage annually in exchange for a lump sum cash payment of Two Thousand (\$2,000.00) Dollars. Said payment shall be made no later than January 30th of each year for which insurance is being surrendered. Each employee so opting shall notify the Township no later than November 1st of the year immediately preceding the affected year. Surrender for the following year shall not be considered automatic. Conversely, every employee shall be considered as covered and shall so be

covered unless and until such time as an employee shall affirmatively notify the Township to the contrary.

Any employee who had been covered and had opted out of said coverage for one (1) or more years and subsequently determines not to opt out for a future year shall be covered irrespective of any pre-existing condition.

4. The Township shall have the right to select the insurance carrier or carriers to provide the aforementioned services and benefits provided that any new policy and plan is comparable to the policy and plan which was in existence at the effective date of the 1986 - 1988 Agreement, except as modified by Section A(1)(b).
5. No later than forty-five (45) days prior to the Township exercising the rights provided in Section A. 2, above, the Township shall present to the P.B.A. President notice of the Township's intention to change carriers or to self-insure, and furnish the President with a copy of the proposed new policy or plan. No change shall be made by the Township sooner than forty-five (45) days after the aforementioned has been furnished to the P.B.A.

B. Injury in the Performance of Duty

1. Any Police officer who is injured while acting in the performance of his/her duty shall receive full pay, not to exceed one (1) year, less the Worker's Compensation Temporary Disability payments or the State of New Jersey Disability payments to which the officer is entitled.
2. The determination as to whether or not the injury was sustained while in the performance of duty shall be in accordance with the findings of the Division of

Worker's Compensation or, in the event that said findings were appealed to the Courts, upon the findings of the Courts of the State of New Jersey.

C. Long Term Disability Benefits

1. All employees will be covered by a long term disability insurance. This insurance would supplement any other benefits so that the employees with long term illnesses or serious accident (whether job connected or not) would receive a total of two-thirds (2/3) their regular pay, after a waiting period of thirty (30) days. Such payments would continue until age sixty-five (65) for illness and/or for life if for accident. Said benefit is administered in accordance with Section D, below.

D. Annual Earned Income Formula (AEIF)

1. Any employee who is receiving supplemental disability insurance payments from the Township which commenced prior to the signing of the 1986 - 1988 Agreement is exempt from the following. However, any employee who has commenced said payments subsequent to said signing shall have their payments governed as by the Annual Earned Income Formula (AEIF) noted below.

Example:

- (1) An employee who was at the maximum salary guide step, earning a base salary of \$30,000 at the time of his severance. He was receiving total disability payments as outlined in section C, above, totaling \$20,000 annually. He would be permitted to earn, annually, through gainful employment, \$10,000 without being subjected to the application of the AEIF.

- (2) Any amount earned above the threshold figure of \$10,000 would be subject to the AEIF, which is: (Township portion of Annual Disability Payment Minus Fifty Percent (50%) of Individual's Earned Income over the threshold amount.
- (3) Therefore, should this employee earn an annual salary through gainful employment of \$15,000, only \$5,000 of it would be applicable under the AEIF. Thus, fifty percent (50%) of \$5,000 would be \$2,500 and, therefore, the Township would be entitled to reduce its annual payment to the individual that year by \$2,500.
2. Annual earned income for purposes of the AEIF shall include all wages earned by the disabled employee, annually, through gainful employment and shall not include wages earned by spouse, interests, winnings, inheritances, gifts, capital gains, and the like.
 3. Each employee affected by the provisions of Section D.1 above, shall have their annual base salary, for purposes of determining the threshold amount only, recalculated as of the initial date of this and all successor Agreements. Once recalculated, that threshold number shall remain constant throughout the terms of that Agreement. It shall not be recalculated again until such time as a successor Agreement is negotiated.
 4. Each employee affected by Sections C and D above and herein shall remain at the Salary Guide Step and/or rank that they had earned as of the date of their severance. The employee shall not accrue additional steps on the salary guide and would have his/her step altered only in the event that the original salary

guide under which they were employed is abandoned and a new one supplants it. Reclassification or replacement onto the new guide would be accomplished jointly between the Township and the P.B.A.

5. The Township shall forward to each employee affected by the terms of Section D.1, et seq., an annual statement informing them as to their threshold amount for the upcoming year, as well as a submittal sheet/affidavit upon which the disabled individual shall attach copies of all W-2 forms received for the previous year and affix their signature attesting to the accuracy and completeness of the W-2's. Any adjustments necessary as a result of application of the AEIF shall be made and disbursed equally over the subsequent year's payments.
6. Any individual who knowingly defrauds the Township by either altering or withholding the proper number of W-2 forms shall be liable in accordance with the terms of this Agreement. Said liability shall extend to the amount of additional money received by the individual as a result of such fraud, interest on said amount at the rate prescribed by the judge or arbitrator, and the Township's legal fees in that regard. Conversely, should the individual be exonerated of wrongdoing, the Township shall be liable for all back payments due, interest on said monies withheld at the rate prescribed by the judge or arbitrator, and the individual's legal expenses.

E. Optical Insurance

The Township shall provide all parties covered under this contract with an optical plan, which shall cover the employee and the employee's family. Such plan shall be subject to the approval of the P.B.A. This plan shall be comparable to or better than the existing plan and shall include contact lens coverage. The vision program shall be modified to provide for a \$200 per year family benefit.

F. Health Benefits - Death of Employee

1. In the event of the death of anyone covered under this contract, the employee's health benefits shall be provided to the employee's family for a period of two (2) years, or less should the employee's spouse remarry within the two (2) year's time. In the event that the spouse does not remarry but has dependent children, the coverage will be provided until the dependent children reach the age of nineteen (19). In the event that the dependent children are attending college, then the coverage shall be extended to the age of twenty-three (23).
2. In the event of the death of an employee covered under this contract who has died as a result of injuries incurred in the line of duty, the health benefits shall be provided for the employee's spouse until the spouse remarries or dies, whichever comes first. In the event that the spouse does not remarry, dependent children shall be covered until the age of nineteen (19). In the event that the dependent children are attending college, then the coverage shall be extended until the age of twenty-three (23).

G. Employee Stress Assistance Program

The Township and the P.B.A. have agreed to the concept of an Employee Assistance Program.

H. Life Insurance

The Township shall pay all premiums for a Twenty-Five Thousand Dollar (\$25,000) term life insurance policy for each employee with the beneficiary to be determined and designated by the employee.

I. Retirement Benefits

Upon service or disability retirement for the Township, all employees covered under this Agreement shall receive all insurance benefits in effect at the time of retirement with all costs borne by the Township, so long as the employee has reached twenty-five (25) years of service with the Township; sixty-two (62) years of age with fifteen (15) years of service; or receive a disability retirement from the State of New Jersey.

The present practice and level regarding said insurance for all employees who have retired prior to July 1, 1995 shall continue. Commencing with July 1, 1995 and thereafter, should any modifications in the insurances covered within this Article, except for Long Term Disability* and Life Insurance, affect bargaining unit members then the same modifications shall apply to retirees.

(*This constitutes no admission by the Township that the present Long Term Disability Insurance is legal.)

ARTICLE XIII

COLLEGE INCENTIVE PLAN

- A. Each police officer, after successful completion of the probationary period of one (1) year, shall receive Ten Dollars (\$10.00) annually per semester credit accrued toward an Associates Degree program or a Bachelors Degree program in any field at any accredited institution of higher learning. Said payment before degree is earned will be made in a lump sum annually, no later than the last pay period in the month of July. The payments are predicated on a continuing education program and the officers enrolled must earn a minimum of twelve (12) credits during two (2) successive calendar years or no payment will be made in the third calendar year or beyond until such rate of credit earnings has been obtained.
- B. Once an Associates Degree has been obtained, the officer will receive as permanent part of his salary, the sum of Six Hundred (\$600.00) Dollars per annum; and for a Bachelors Degree, the sum of Twelve Hundred (\$1,200.00) Dollars per annum. These payments are in lieu of the lump sum payments outlined in A, above. Any officer earning a Masters Degree shall receive Three Hundred (\$300.00) Dollars in addition to the amount above for a Bachelors Degree, paid in the same manner as the Bachelors Degree.
- C. Officers obtaining an Associates Degree and wishing to continue in the program with a view toward obtaining a Bachelor's Degree would receive lump sum payments for credits earned in excess of those required for the Associate Degree program which would be applied toward their Bachelor's Degree. Said lump sum shall be added to their base pay.

- D. In no case would officers who have not obtained an Associate Degree receive more than Six Hundred (\$600.00) Dollars a year in lump sum payments, nor would those who receive an Associate Degree but not a Bachelor's Degree receive more than Twelve Hundred (\$1,200.00) Dollars a year lump sum payment.

ARTICLE XIV

LEAVE OF ABSENCE

- A. A leave of absence without pay may be granted for a good cause to any police officer for a period of up to six (6) months. Maternity leaves are also included in this leave of absence. Such leave shall be granted at the sole discretion of the Mayor or his/her designee, after recommendation from the Chief. This leave may be extended for up to an additional six (6) months at the sole discretion of the Mayor or his/her designee, after a recommendation from the Chief.
- B. Leave provided hereunder shall not be arbitrarily or unreasonably withheld.
- C. A female officer who is pregnant and has been diagnosed by the Township physician as being disabled and unable to perform her regularly assigned duties, shall have, at the option of the Director of Public Safety, the opportunity to work on a "light duty" status. She shall have the opportunity to return to "light duty" following her delivery and until such time as the Township physician certifies her ability to return to regular duty. In the event that the officer's physician disagrees with the medical opinion of the Township physician, the matter shall be referred for resolution to a third physician selected by the employee's physician and the Township's physician. In the event that the parties are unable to agree upon the selection of the third doctor, such doctor will

be appointed by the County Medical Association. The fee of the third doctor, if required, shall be paid for by the Township.

- D. Any other officer who is disabled and has been diagnosed by the Township physician as being disabled and unable to perform their regularly assigned duties, shall have the same rights, privileges, and opportunities as provided herein above in Section C, for pregnant officers. The only difference shall be where Section C refers to “delivery date.” This shall mean the date when the employee’s physician certifies them able to return to regular duty. From there, all other portions shall then again apply as written.

ARTICLE XV

DISCIPLINARY ACTION

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation except for just cause, in accordance with State Law, nor shall the officer be suspended without pay when no formal charges have been preferred for more than seven (7) days.
- B. Oral and written reprimands shall be grievable up to the Business Administrator or his/her designee. Any employee has the right to attach a written response to any written reprimand within seven (7) days of its receipt or final determination of the grievance adverse to the grievant.
- C. Following one (1) year’s time, an employee may request of the Chief of Police that a written reprimand be removed from the officer’s personnel file and the record be expunged. Approval for such requests shall not be arbitrarily or capriciously denied.

ARTICLE XVI
EMPLOYEE RIGHTS

- A. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. In an effort to insure that the investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
1. The interrogation of an employee shall be when the employee is on duty. If it is required that the employee report to headquarters on his off-duty hours, the employee shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he is remiss in his duties or is found guilty of a preferred charge.
 2. The employee shall immediately be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the employee shall be so advised. All non-confidential information to apprise the employee of the allegations will be provided. If known that the employee is being interrogated as a witness only, the employee will be so informed at the initial contact.
 3. The questioning shall be conducted in brief periods in length. Respites will be allowed. Time will be provided for personal necessities, meals, telephone calls, and rest periods are necessary.
 4. The interrogation of the employee shall not be recorded without the employee's knowledge.

5. The employee will not be subjected to any offensive language, nor will he be threatened with transfers, dismissal, or any other disciplinary action. No promises of any nature will be made as an inducement to answering questions. Nothing herein shall be construed as to prevent the investigating officer from informing the member of the possible consequences of his act.
6. If any employee is under arrest or is likely to be or is a suspect or target of a criminal investigation, he will be given his rights pursuant to current decisions of the United States Supreme Court.
7. In all cases and in every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Township shall afford an opportunity for a member of the force, if so requested, to consult with counsel and/or his/her Association representative(s) before being questioned concerning a violation of the rules, regulations, and laws which could result in disciplinary action. During the interrogation of a member of the force, the member shall have a representative of the Association present plus legal counsel, if so desired. A form shall be provided by the Police Department to all parties covered under this contract and who are being questioned or interrogated, and the P.B.A. member must sign and date this form if he decides not to have representation. The signed and dated form shall provide a waiver of representation for P.B.A. Local #127.

B. Rights and Protective Representation

Pursuant to Chapter 123, Public Laws 1975, as may be amended, the Township hereby agrees that every employee of the Township shall have the right freely

to organize, join and support the P.B.A. and its affiliates for the purposes of engaging in collective negotiations and other concerted activities exercising governmental powers under the laws of the State of New Jersey. The Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975, as amended, or other laws of New Jersey or the Constitutions of New Jersey or the United States; that it shall not discriminate against any employee with respect to wages, hours, or any other terms and conditions of employment by means of his membership in the P.B.A and its affiliates, his participation in any activities of the P.B.A. and its affiliates, collective negotiations with the Township, or in the employee's institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

C. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be guaranteed under the laws of New Jersey and the United States, the Constitutions of New Jersey and the United States, or other applicable rules and regulations of bodies of competent jurisdiction. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

D. Required Meetings or Hearings

Whenever any employee is required to appear before any administrative officer or supervisor, council or any committee or member, representative or agent thereof, the Mayor or his designee, concerning any matter which could adversely affect the continuation of that employee in that office, assignment, rank, employment, salary or any increments pertaining thereto, then he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the P.B.A. or its designee present to advise him and represent him during such meeting or interview. Any suspension of a police officer shall be with or without pay in accordance with law.

ARTICLE XVII

MANAGEMENT RIGHTS

Management shall retain all rights not modified by the Agreement. This Article may not form the basis of a grievance.

ARTICLE XVIII

LEGAL AID

The Township shall provide legal aid to its officers in accordance with State statute. In this case, the officer may choose his/her attorney and the Township shall pay for legal services in accordance with the municipal attorney's prevailing rates.

ARTICLE XIX

NON-DISCRIMINATION

- A. The Township and the P.B.A. agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, domicile, marital status, or political affiliation.
- B. The Township and the P.B.A. agree that all employees covered under this Agreement have the right without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the P.B.A. against any employee because of the employee's membership or activity or non-activity in the P.B.A.

ARTICLE XX

OUTSIDE EMPLOYMENT AND ACTIVITIES

- A. Officers shall be entitled to engage in any lawful activity and any lawful work while off-duty.
- B. It is understood that the full time officers will consider their position with the Township as their primary employment. Any outside employment or activity must not interfere with the officer's efficiency as an employee with the Township and must not constitute a conflict of interest.
- C. Any officer planning to engage in any outside employment or activity during his/her off-duty hours may be permitted to wear the regulation uniform with the approval of the Chief of Police.

D. All outside employment shall be listed with the Department Head. The information provided shall include the officer's prospective employer, and the officer's prospective work schedule.

E. Extra Duty Jobs

1. Extra duty jobs shall be defined as those requests made of the Township for extra or special police coverage which would not be considered part of the regular shift's responsibilities and for which the requesting party is required to pay for those services.
2. All actively employed full time officers, who are not under suspension, assigned to light duty, or subject to a criminal investigation, shall be eligible for this extra duty work. No officer shall be denied access and eligibility to said work without just cause.
3. As these extra jobs become available, the nature and location of the job, the number of hours and officers required, the expected duration of the job, and any special criteria needed shall be posted on all normal posting places. A copy of the same shall be simultaneously given to the President of the P.B.A. or his/her designee.
4. A sign up list shall be maintained for each extra duty job. Any officer interested in becoming available to work such job(s) shall sign the appropriate list. An officer may sign as many, few, or no lists as is the individual's prerogative.
5. Distribution of said extra duty jobs shall be carried out in a manner and procedure which is the same as for regular overtime call-in and distribution.

6. Policies concerning the performance of extra duty jobs shall be developed by the Chief of Police.

ARTICLE XXI

GRIEVANCE PROCEDURE

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

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. Definition

With regard to employees, the term “grievance” as used herein means an appeal by an individual, group of individuals, or the P.B.A. regarding the application or interpretation of this Agreement. Such grievances may be processed through the entire grievance procedure except as may be noted herein below.

D. Procedure

The following constitutes the sole and exclusive method for solving grievance between the parties covered by this Agreement, and shall be procedurally followed in its entirety unless any step is waived by mutual consent. It is agreed, however, that a grievance may be instituted at the lowest step where a remedy is possible. However, a grievance may be dropped at any stage of the procedure by the P.B.A. The determination of the P.B.A. to drop a grievance shall not be utilized in the future to

support a claim that the P.B.A. agreed to whatever condition was originally raised by said dropped grievance.

Prior to the submission of a grievance in accordance with the below procedure, all grievances shall be taken to the Personnel Department to be time and date stamped. Said stamp shall be done so immediately.

Any Grievance must be filed within thirty (30) days after the occurrence of application or interpretation of this Agreement which gives rise to said dispute, or from that time when the employee or P.B.A. should have reasonably known of such occurrence.

Step One. Step One shall be with the Chief or his designees. If, however, the Chief designates a subordinate to function in his place, said subordinate shall have full authority to resolve any grievance which the Chief, himself, would have authority to remedy. The answer to this grievance, along with reasons for said answer, shall be received by the P.B.A. no later than five (5) business days after its submission. It is agreed that any grievance arising out of an action taken by the Director of Public Safety, the Business Administrator or his staff, or the Mayor and/or Council, shall commence and be initiated at either Steps Two or Three, below, whichever is appropriate.

Step Two. Should the answer to the grievance submitted to Step Two be unsatisfactory or should no answer be received within the five (5) working days, then the grievance may be submitted to the Business Administrator or his designee within

five (5) working days of the answer or the date upon which the answer was due from Step One. A hearing shall be conducted on a date and time of mutual convenience no later than ten (10) working days from the submission of the grievance unless an extension of time is mutually agreed upon. The Business Administrator or his designee shall have twenty (20) days in which to render his decision, in writing to the P.B.A.

Step Three. The parties agree that in the event a grievance is not remedied to the satisfaction of either party, then either the Township or the P.B.A., solely, may, within twenty (20) days, request binding arbitration by serving said request upon the other. Said request shall be submitted in accordance with the rules and regulations of the Public Employment Relations Commissions (PERC) and according to said rules, an arbitrator shall be appointed, whose decision shall be final and binding upon both parties. Said Process shall be in accordance with the following:

1. The decision of the arbitrator, along with the reasons for said decision, shall be rendered in writing and shall be final and binding on all Parties.
2. The arbitrator shall decide only the single issue submitted to him unless the parties mutually agree to submit multiple issues to the same arbitrator.
3. The cost of the arbitrator shall be borne equally by the parties. Any other costs shall be borne by the party incurring same.

4. The arbitrator shall have no authority to add to, modify, or delete from this Agreement, unless said desire is expressly and mutually agreed to by the parties.
 5. The parties to the arbitration process are solely and exclusively the Township of Old Bridge and P.B.A., Local No. 127.
- E. In the event that management alleges a violation of the provisions of the Agreement, notice shall be served upon the P.B.A. President within thirty (30) days of the alleged violation and the parties shall meet within ten (10) days, unless mutually extended, to attempt to resolve the matter. In the event that the matter is not satisfactorily resolved within fifteen (15) days of the first meeting then either party may, unless the time periods are mutually extended, invoke the arbitration provisions set forth above.
- F. Nothing contained herein shall prevent any individual employee from presenting his/her own grievance from self-representation. However, the P.B.A. President must be notified prior to the commencement of any discussions and/or meetings in this regard, at any steps along the way. The P.B.A. shall have the right to be present during any such meeting, discussion, or hearing; shall have the right to participate on behalf of the good and welfare of the Association; shall receive written copies of any and all decisions rendered, along with appropriate reasons; and shall be permitted to present the Association position regarding same, including but not limited to the filing of a subsequent grievance if it is the P.B.A.'s belief that any remedy fashioned constitutes a violation of this Agreement. The right of any employee to process his/her own grievance shall cease with Step Five (a). It is clearly understood and

agreed that no individual employee or group of employees may process a grievance to arbitration.

- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed conclusive. If a decision is not rendered within the time limits prescribed for a decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied and may proceed to the next Step. Nothing contained herein, however, shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

ARTICLE XXII

CLOTHING AND MEAL ALLOWANCE

- A. A clothing allowance shall be payable annually for each employee during the first week of each year in the amount of Nine Hundred and Fifty (\$950.00) Dollars in the first year of the Agreement and One Thousand (\$1,000.00) Dollars in the second year of the Agreement.
- B. A meal allowance of six dollars (\$6.00) per day shall be paid to all officers attending school when meals are not included in registration fee or provided by the school. This section shall apply only within the State and where overnight lodging is not required. This meal allowance excludes payment for meals during basic training.

- C. All new uniformed employees will be provided with a riot helmet and jump suit.

ARTICLE XXIII

RULES AND REGULATIONS REVIEW COMMITTEE

- A. A joint committee shall be established and maintained to review and possibly update the rules and regulations of the Department. This shall be a standing committee and shall meet as deemed necessarily by either party in order to carry out its charge.
- B. The aforementioned section shall not be deemed nor interpreted as a waiver by the P.B.A. regarding its statutory rights to negotiate changes to the rules and regulations affecting working conditions in accordance with appropriate P.E.R.C. and judicial decisions.

ARTICLE XXIV

SENIORITY

- A. Seniority is defined as the accumulate, unbroken length of service with the Department, computed from the data of hire. An employee's length of service shall not be reduced by time loss due to authorized leave of absence for a bona fide illness or injury certified by a physician for a period not exceeding one (1) year. Such certification shall be subject to review and approval by the Township physician. Seniority shall be lost and employment terminated for reason of discharge or resignation.
- B. The principles of seniority shall apply to employees covered by this Agreement as to selection of vacation periods, compensatory time off, overtime and extra duty assignments as expressed in Articles VII and XX, shift bid selection, and reductions in

force. Seniority will be a consideration for work assignments providing that the employee is qualified to perform such assignment.

- C. Upon receiving a promotion, it is understood that full seniority rights within said position shall commence with the initial date of appointment to that position.
- D. For the purpose of a reduction in position, seniority in the position will take precedence. In the event that two or more employees were promoted to the same position on the same date, then the employee with the greatest amount of departmental seniority shall be the last individual reduced or laid off.
- E. It is understood that no new promotions will be made until any employee who was reduced in rank or position due to a layoff has been restored to the full rank and position held on the date of the layoff.

ARTICLE XXV

PERSONNEL FILE

A. Derogatory Material

No derogatory material concerning a police officer's conduct, service, or character shall be placed in his/her personnel file unless the officer has been given an opportunity to review the material. The officer shall acknowledge that the opportunity was given for review by affixing his/her signature to the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The officer shall have the right within seven (7) calendar days of such review to submit a written response to such material. Said response shall be attached to the file copy and shall be considered as part of the entire document.

B. File Review

Each police officer shall have the right, upon request, to review the contents of his/her personnel file. The employee shall have the right to have representative(s) of the P.B.A. accompany him/her during such review. The officer shall be provided with a copy of the contents upon request. The employee shall be responsible to pay \$0.10 per page for the first five (5) pages and then \$0.05 per page for each page thereafter. This provision shall not be abused.

ARTICLE XXVI

MISCELLANEOUS

- A. In the event of a reduction in rank due to reduction in manpower for financial reasons, the officers who have suffered the reduction in rank will be up-graded when the rank, opens up again. This will be done on the basis of the last officer out will be the first officer reinstated. Such up-grading will be automatic and will not necessitate the employee to be reinstated or re-interviewed.
- B. Upon resignation, retirement, or termination an employee is entitled to all holiday pay which has been accrued up to that point, as well as the per diem value of all unused vacation days. Upon death of an individual covered by this Agreement, all of the above payments shall be made to the employee's beneficiary as stated on his pension insurance policy.
- C. The Township medical insurance plan will be primary for hospitalization for a retiree when the retiree or the retiree's spouse is not eligible for the Medicare Part A benefit. Part B is paid by all retirees.

ARTICLE XXVII

SEPARABILITY, SAVINGS AND NO WAIVER

- A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provisions shall not be affected thereby and shall continue in full force and effect.
- B. Should any provisions be found contrary to law, such provisions shall no longer serve as operative. Should a change in the law reverse such a standing, the inoperative section shall, from that point forward, be in full force once again.
- C. The failure by the Parties to enforce any provision of this Agreement shall not be deemed a waiver of the rights conferred by that provision.

ARTICLE XXVIII

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final settlement by the parties on all bargainable issues which were 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, and whether or not within their knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- B. There shall be no unilateral changes in any negotiable terms and conditions of employment.

ARTICLE XXIX

SHIFT BID

- A. Each January 15th shift assignments shall be made, where all qualifications are equal, pursuant to a seniority based bid system. Standard slips shall be developed and distributed to all affected personnel no less than two (2) weeks prior to the commencement date. The employee shall list his/her shift choices, giving 1st, 2nd, and 3rd preferences. Assignments shall then be made based upon seniority. These assignments shall then take effect as of April 1st, following the submission date and shall remain in effect until the procedure is repeated the following year.
- B. This shall not be interpreted to mean that the duty assignments or appointments, such as detective bureau, traffic, etc., are to be bid. Those assignments or appointments remain the prerogative of the Chief of Police or other appropriate Authority, which shall be in accordance with the controlling statutes. Further, in order to meet the needs of training and/or specialized abilities, shift assignments may need to be altered in order to meet the bona fide safety needs of the citizens of the Township. In these cases the changes shall be made with timely notice and explanation and shall last until such time as the specific needs have been met, at which time the affected employee shall be returned to his bid shift.
- C. This section shall be applied equally, among members of the same rank, assignment, or appointment. That is, Patrol Officers shall bid with Patrol Officers, Detectives with Detectives, Records with Records, and so on.
- D. This section shall not preclude employees from voluntarily switching or swapping shifts with one another prior to the re-bid date. However, as is the current practice,

such switches shall occur with the approval of the Chief of Police or his designee. Such approval shall not be arbitrarily or capriciously withheld.

ARTICLE XXX

TERM AND RENEWAL

- A. THIS AGREEMENT shall be effective as of July 1, 2002 and shall be in effect to and including June 30, 2004. This Agreement shall not be extended orally and it is expressly understood that it expires on the date intended or until such time as a successor Agreement supersedes it.
- B. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective Secretary and/or Clerk and their corporate seals affixed hereon, in the Township of Old Bridge, New Jersey, on this day of , 2004.

POLICEMAN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 127

TOWNSHIP OF OLD BRIDGE
MIDDLESEX COUNTY, NEW JERSEY

By: _____

By: _____

By: _____

By: _____

Witness:

Witness:

131814
