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A G R E E M E N T

Between:

Randolph Township

TOWNSHIP OF RANDOLPH

MORRIS COUNTY, NEW JERSEY

AND

LODGE #25

THE FRATERNAL ORDER OF POLICE

(PATROLMEN)

X JANUARY 1, 1986 THROUGH DECEMBER 31, 1988

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PREAMBLE

This AGREEMENT entered into this day of , 1985
by and between the TOWNSHIP OF RANDOLPH, in the County of Morris, New
Jersey, a Municipal Corporation of the State of New Jersey, hereinafter
called the "Township", and LODGE #25, THE FRATERNAL ORDER OF POLICE,
hereinafter called the "Lodge".

ARTICLE I
RECOGNITION

The Township hereby recognizes the Lodge as the exclusive collective negotiations agent for Patrolmen employed in the Police Department of the Township.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

LODGE RIGHTS

A. The Township agrees to grant time off, as provided by State Statute, to any employee designated by the Lodge to attend state and international meetings or conventions, provided seventy-two (72) hours written notice is given to the Chief of the Department by the Lodge. No more than two (2) employees from both units, that is, a total of two (2), shall be granted time off at any one time, unless an employee of the Township of Randolph is elected as an officer in the state and/or national organization. In such case, one such elected state-wide officer may be granted time off in addition to the two (2) representatives stated above. In addition, one other member from both units, that is, a total of one, shall be granted time off under the provisions of this paragraph to attend the annual meeting of the National Lodge of the Fraternal Order of Police.

B. During Collective Negotiations, authorized Lodge Representatives, not to exceed three (3), including the President of the Lodge, shall be excused from their work duties to participate in collective negotiations sessions which may be mutually scheduled to take place during their regularly scheduled work time, and shall suffer no loss of regular pay thereby, however, other off-duty men may participate in such negotiations.

C. The Township agrees that the F.O.P. shall have the right through a three (3) man committee including the President of the Lodge, to make recommendations and suggestions in connection with the revision of the present Police Department Rules and Regulations. The impact of such revision of rules on working conditions, if any, shall be negotiated with the F.O.P.

D. The Township agrees that in the event that disciplinary action is taken in the form of formal, filed charges against any officer, said officer shall be permitted to have his personal attorney, the Lodge attorney and/or the Lodge President present at such formal proceedings, provided that all costs for such persons shall be borne solely by the Officer and/or the Lodge.

ARTICLE IV

EQUAL EMPLOYMENT OPPORTUNITY POLICY

A. It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, or physical disability unless based upon a bona fide job requirement. Lodge and Township representatives shall work cooperatively to assure the achievement of equal employment opportunities. Any employee who fails to cooperate to this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance provisions of this contract prior to seeking relief through other channels. It is understood that the Lodge does not have any role in the hiring, discipline or dismissal of any employee.

ARTICLE V

WORK WEEK AND OVERTIME

A. The normal work week for Patrolmen shall begin on Monday morning at 12:01 a.m. and end on the following Sunday at 12:00 midnight. The regular hours of work shall be eight (8) hours per day, forty (40) hours per week.

B. A Patrolman who is required to work longer than his regular tour of duty, or more than five (5) work days in any work week, shall be paid for overtime at time-and-one-half or he may opt for compensatory time off, subject to the approval of the Chief of Police, at the rate of one and one-half hours off for every overtime hour worked. Such compensatory time shall accumulate and be used at the employee's request subject to prior departmental approval.

C. Should it become necessary for a Patrolman to appear in Superior, County, Municipal, or other Court, on official business, during other than his regularly scheduled duty time, such Patrolman shall receive compensation for such appearance at time-and-one-half. In lieu of cash payment, a Patrolman may opt for compensatory time off at the rate of time-and-one-half the hours worked. Such time may be taken only when scheduled by the Chief so as not to interfere with departmental operations. This section shall not apply to appearances in civil court, which appearances will not be paid for by the Township.

D. It is understood by both parties hereto that the job of a Detective necessarily involves variance from the uniformed Patrolmen's highly structured work week, and the Township has recognized this distinction by the awarding of an additional stipend to employees assigned to detective work, as found in Article VIII, "Salaries", and that the overtime payment provisions in Section B above, therefore do not apply to employees assigned to detective work.

E. For the purpose of this article, the hourly pay rate shall be calculated by combining standard base pay rates with longevity increments, where applicable. The time-and-one-half overtime rates shall be calculated by multiplying the hourly

ARTICLE VI

HOLIDAYS

A. The Township agrees to provide thirteen (13) paid holidays to each employee.

B. These thirteen (13) days shall be compensated for in two (2) cash payments at the employee's base rate of pay, one on May 1 and the second half on November 1 of each year. An employee must have been on the payroll during the holiday to receive compensation therefor.

C. The designated holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving
Easter	Day after Thanksgiving
Memorial Day	Christmas
Fourth of July	

D. Beginning in 1987, an employee with 22 or more years of service shall have the one-time option of having his holiday compensation included in his base salary. Once selected, this option shall remain in effect until the employee's retirement. All current and future employees covered under this contract shall have this same option when entering their 23rd year of service. For payroll purposes, this option shall commence on the first day of January following the employee's selection of the option.

ARTICLE VII

VACATIONS

A. All employees shall receive vacations as follows:

After 1st year	- 2 weeks
January 1st following the sixth year of service	- 3 weeks
January 1st following the thirteenth year of service	- 4 weeks
January 1st following the eighteenth year of service	- 4 weeks plus one (1) additional day for each year served over 18

B. Vacations are to be in effect from January 1 to December 31, and are granted on a calendar year basis for employees who remain on the payroll continuously and without interruption for the requisite number of years. Leaves of absence shall neither break continuity of service, nor be counted for purposes of accruing additional vacation under this section. Issues which may arise as to creditable service shall be controlled by applicable law.

C. Vacations must be taken during the current calendar year at such time as permitted or directed by the Chief of Police, unless the Chief determines it may not be taken due to pressure of work. In case of the latter, unused vacation shall be carried forward into the next succeeding year, in which it must be granted.

ARTICLE VIII

SICK AND BEREAVEMENT LEAVE

I. SICK LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on the current rate of compensation for their rank.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, which is not related to their status as police officers.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of fifteen (15) days per year, subject to revisions in Article XIII, paragraph D below.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time, except in emergencies.

(a) Failure to notify his supervisor, or desk officer, may be cause for denial of the use of sick leave for that absence.

(b) Absence without notice for five (5) consecutive days may result in disciplinary action which may include dismissal in accordance with law.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days may be required to submit acceptable medical evidence

substantiating the illness. The Township may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave may be cause for disciplinary action.

2. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician of the Township's choice. Such examination, together with other relevant medical evidence, shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Payment for Accumulated Sick Leave at Retirement

1. Employees shall be eligible to receive fifty (50) percent of accumulated sick time at retirement based on the following schedule:

<u>Years of Service</u>	<u>Maximum Number of Days to be Paid (50% of Accumulated Days up to the Maximum Shown)</u>
25	65
30	80

2. The benefit shall be calculated at the employee's current salary at the time of retirement and shall be paid within thirty (30) days from the effective day of retirement.

II. BEREAVEMENT LEAVE

A. In case of death in the immediate family, an employee shall be granted up to three (3) days leave.

B. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law or sister-in-law.

C. Reasonable verification of the event may be required by the Township.

D. In the event of a death in the immediate family which would cause the employee to travel considerable distance or would otherwise entail additional time off, a maximum of five (5) days may be granted by the Chief of Police at his discretion in unusual or extraordinary circumstances.

ARTICLE IX

WORK INCURRED INJURY

A. For the purpose of this Article, injury or illness incurred while the employee is acting in any employer authorized activity, shall be considered in the line of duty.

B. Where an employee covered under this Agreement suffers a work connected injury or disability, the employer shall continue such employee at full pay for a period not to exceed one (1) year, during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act or any other insurance paid for by the employer, shall be paid over to the employer. The employee may be required to present evidence by a certificate from a responsible physician that he is unable to work. The employer may require the said employee to present an additional certificate from the Police Surgeon or other designated Township physician; however, if such certificate is required, then the employee shall not be caused to pay for same.

C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the employer or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workmen's Compensation or by the final decision of the last reviewing court, which shall be binding upon the parties.

D. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agreed to be bound by the decision of the last reviewing court.

E. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE X

SALARIES

A. The salary rates for Patrolmen for 1986 through 1988 shall be as listed on the schedule attached hereto as Schedule A.

B. Detective personnel are to receive a stipend in addition to their base rate of pay of \$1,000 in 1986, \$1,050 in 1987 and \$1,150 in 1988. This stipend is conditioned upon assignment to detective work and shall be part of base pay for purposes of longevity, pension and disability contributions. Detective personnel shall receive compensatory time off at time-and-one-half rates for overtime hours worked beyond regular tours of duty.

C. All personnel will receive their increments as of January 1st, annually except as otherwise provided in Schedule A. This procedure shall not apply to any new employees who are hired unless said employees have completed at least six full months of service as a Police Officer for the Township prior to January 1st.

ARTICLE XI

POLICE SCHOOL

A. Police Officers may be required to attend police training schools.

B. Any Police Officer required to attend training schools or meetings beyond his regular tour of duty may receive compensatory time off where the granting of such time would not interfere with departmental operations, in the opinion of the Chief of Police. Where granted, such time shall be at the rate of one-and-one-half hours for the time while actually attending school.

ARTICLE XII

CLOTHING ALLOWANCE

A. The Township will supply uniforms to all members of the Uniformed Force. The issue of various items of uniform and equipment will be on an as needed basis, with ultimate responsibility for determination as to need, with the Chief of Police.

B. The Township will provide an allowance for the maintenance and cleaning of uniforms for all members of the Department in the amount of \$325.00 per year in 1986, \$350.00 per year in 1987 and \$400.00 per year in 1988. This allowance will be paid on January 15th, annually.

C. Men assigned to plainclothes will have funds made available for repair, and replacement of clothing as follows:

1986 - \$350.00

1987 - \$375.00

1988 - \$400.00

These funds will be available on a receipt turn-in basis.

ARTICLE XIII

INSURANCE

A. The employer shall provide for each full-time employee and his or her dependants the following health insurance:

1. New Jersey Blue Cross (hospital service) and New Jersey Blue Shield (medical-surgical), including Rider J (14/20 series)
2. Major Medical Insurance (part of New Jersey Health Benefits Program).
3. Group Life Insurance (Part of Police and Firemen's Retirement System).
4. Long Term Disability Insurance.
5. Group Life Insurance (\$7,000 Municipal Policy)

B. The employer reserves the right to change insurance carriers, so long as substantially similar benefits are provided.

C. The employer adopts the provisions of Chapter 88, Public Laws of 1974 and will adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of the law.

The employer acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

Apply to all eligible present and future pensioners of the employer and their dependants.

Continue as long as the State is paying the cost of its eligible pensioners and their dependants in accordance with the provisions of Chapter 75, Public Laws of 1972.

Require the local employer to pay the full cost of such premiums and Medicare charges.

The employer agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependants covered under the program, but not including survivors, if such employees retired from a State or locally-administered retirement system effective

after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

D. The Township will provide payment toward the cost of a dental plan for Township employees based on the following terms:

<u>YEAR</u>	<u>MAXIMUM AMOUNT PAID</u>	<u>REVISION IN ANNUAL SICK LEAVE</u>
1986	\$200.00	Reduce sick leave allowance to 14 days
1987	\$225.00	Reduce sick leave allowance to 13 days
1988	\$250.00	Reduce sick leave allowance to 12 days

This clause will be subject to approval of a specific plan by the Patrolmen's Unit. If agreement cannot be reached by a majority of the Unit to utilize the plan selected by a majority of full-time employees of the Township, this paragraph will become void.

ARTICLE XIV

HOSPITALIZATION AFTER DISABILITY

A. Any Police Officer who retires due to a disability incurred in the line of duty, shall be entitled to hospitalization benefits to the same extent that benefits are provided in the standard policy of the Township for active employees.

B. This coverage shall continue during the lifetime of the disabled Officer and his wife under the family plan, but shall terminate as to the wife upon her remarriage after his death or divorce.

ARTICLE XV

NO-STRIKE PLEDGE

A. The Lodge covenants and agrees that during the term of this Agreement neither the Lodge nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Lodge agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other deliberate interference with normal work procedures, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action in accordance with applicable law.

C. The Lodge will actively encourage the prevention or termination of any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. Nothing contained in 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 Lodge or its members in accordance with applicable law.

ARTICLE XVI

LONGEVITY

A. In addition to base salary, police officers shall be entitled to compensation as a reward for long-term service to the Township.

B. Longevity increments shall be computed annually as of January 1st based upon the completion of service anniversaries according to the following schedule:

	<u>Rate</u>
1. January 1st after fifth year of service	2% of base pay
2. January 1st after tenth year of service	4% of base pay
3. January 1st after fifteenth year of service	6% of base pay
4. January 1st after twentieth year of service	8% of base pay
5. January 1st after twenty-fifth year of service	10% of base pay

ARTICLE XVII

TRAVEL ALLOWANCE

A. Police Officers shall be compensated for using their personal vehicles for attendance at required police schools, or in other approved official police business at the rate of 20¢ per mile.

B. Police Officers may receive up to \$6.00 per meal when travelling on official business. Compensation shall be made upon the officers return and presentation of receipts.

ARTICLE XVIII

COLLEGE CREDITS

A. Police Officers shall receive additional annual compensation at the rate of \$15.00 per credit for a maximum of 67 credits upon the completion of college credit courses resulting from enrollment in a specific police science or law enforcement curriculum; and provided that a grade average of "C" has been maintained.

B. Compensation for college credits shall be payable in a lump sum on July 1, annually.

C. The foregoing compensation schedule shall not apply to any courses taken in the basic police program at Sea Girt Police Academy.

In the event an employee has completed college courses in a curriculum other than police science or law enforcement, compensation for such credits can be provided for accepted transfer courses on a one-for-one basis after enrollment and completion of credits in the major field of police science. That is, when an employee enrolls and completes three (3) credits in a police science course, he or she shall also be entitled to compensation for three (3) credits in English or another course which is accepted as a transfer course toward a degree; when six (6) credits in police science courses are completed, compensation for six (6) transfer courses can be provided and this procedure continued until a maximum of 67 credits is earned.

D. Employees who continue their education and earn a Bachelor's Degree in a specific police science or law enforcement curriculum shall receive additional annual compensation in the amount of \$200.00 after completing the Bachelor's Degree program.

ARTICLE XIX
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agreed that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Head of the Department and having the grievance adjusted without the intervention of the F.O.P.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or violations of any policy, agreement or administrative decision affecting the terms and conditions of this Agreement and may be raised by an individual or the F.O.P. on behalf of and at the request of an employee or group of 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 consent.

STEP ONE: The moving party shall present the grievance in writing signed by the aggrieved to the Department Head within five (5) calendar days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Department Head shall make whatever additional investigation is necessary and shall, within five (5) calendar days after presentation of the grievance, give his decision.

STEP TWO: If a grievance is not resolved at Step One, the moving party may, within five (5) calendar days of receipt of the answer in Step One, submit the written grievance to the Township Manager, who shall give his answer within five (5) calendar days of the presentation of the grievance in Step Two.

STEP THREE: If the grievance is not resolved in Step Two, it may be appealed in writing within five (5) calendar days after receipt of the answer in Step Two to the Governing Body. Upon receipt of an appeal, a meeting may be scheduled to discuss the grievance within fifteen (15) calendar days of receipt of the appeal unless extended by mutual agreement. The decision of the Governing Body shall be made not later than ten (10) calendar days after the Step Three meeting, or if no meeting is held then the answer shall be given within fifteen (15) calendar days of receipt of the grievance.

STEP FOUR: Arbitration:

(a) In the event the grievance has not been resolved at Step Three, either party may within five (5) calendar days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

(b) 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.

(c) The costs of the services of the arbitrator shall be borne equally between the Township and the F.O.P. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(d) The decision of the arbitrator shall be final and binding.

D. A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall be deemed a denial and move it to the next step.

ARTICLE XX

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE XXI

WORK IN HIGHER RANK

A. When an employee covered by this Agreement is formally assigned to or required to perform the duties of a higher ranking officer on a permanent basis or after four consecutive weeks, the employee shall receive the pay of that higher rank together with any benefits and privileges which may go with that higher rank.

B. Paragraph A above shall not apply to temporary assignments, wherein an officer is required to fill in for an absent superior, due to illness, vacation or similar reasons, in an "acting" capacity.

SCHEDULE A

PATROLMEN'S SALARIES

A. SALARY SCHEDULES

	<u>S</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
1986	\$20,000.	\$22,000.	\$24,000.	\$26,000.	\$28,000.	\$30,000.
1987	21,500.	23,500.	26,000.	28,000.	30,500.	32,300.
1988	23,500.	25,500.	28,000.	30,500.	33,000.	35,000.

B. PROCEDURE

All persons shall make their step movements in accordance with the schedule shown below. The step movements being provided in 1986 through 1988 shall be for the term of this contract only, subject to future negotiations.

C. SALARY RATES

<u>NAME</u>	<u>1986</u>	<u>1987</u>	<u>1988</u>
Wertman	\$30,000.	\$32,300.	\$35,000.
Hoffman	\$30,000.	\$32,300.	\$35,000.
Bonner	\$30,000.	\$32,300.	\$35,000.
Haas	\$30,000.	\$32,300.	\$35,000.
DeFoe	\$30,000.	\$32,300.	\$35,000.
Brady	\$30,000.	\$32,300.	\$35,000.
Kazaba	\$30,000.	\$32,300.	\$35,000.
Duell	\$30,000.	\$32,300.	\$35,000.
Smith	\$30,000.	\$32,300.	\$35,000.