

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2016 thru 12/31/2019.

Employer: Township of Vernon

County: Sussex

Date: 8/7/2017

Name: Charles Voelker
Print Name

Title: Business Administrator


Signature

New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: Township of Vernon County: Sussex
 2 Employee Organization: PBA Local 285 Number of Employees in Unit: 32
 3 Base Year Contract Term: Jan 1, 2012 to Dec. 31, 2015
 4 New Contract Term: Jan 1, 2016 to Dec. 31, 2019

SECTION II: Type of Contract Settlement (please check only one)

5 Contract settled without neutral assistance
 6 Contract settled with assistance of mediator
 7 Contract settled with assistance of fact-finder
 8 Contract settled in Interest Arbitration
 9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes No

SECTION III: Base Salary Calculation

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10 Salary Costs in base year \$ 3,071,061.18
 11 Longevity Costs in base year \$ 123,305.34
 12 Other base year salary costs
Pittman Time \$ 51,422.81
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 Sum of "Other" Costs Listed in Line 12. \$ 51,422.81
 13 Total Base Salary Cost: (sum of lines 10, 11, 12): \$ 3,245,789.33

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)

14	Total Base Salary Cost from Line 13:	\$ <u>3,245,789.33</u>					
	Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15	Effective Date (month/day/year)	<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>		
16	Cost of Salary Increments (\$)	<u>100,047.11</u>	<u>171,475.13</u>	<u>91,390.86</u>	<u>89,992.30</u>		
17	Salary Increase Above Increments (\$)						
18	Longevity Increase (\$)	<u>3,755.21</u>	<u>736.85</u>	<u>12,096.61</u>	<u>4,263.90</u>		
19	Total Increased Cost for "Other" Items (\$)	<u>-26,253.37</u>	<u>1,790.40</u>	<u>921.63</u>	<u>871.90</u>		
20	Total Increase (\$) (sum of lines 16-19)	<u>77,548.95</u>	<u>174,002.38</u>	<u>104,409.11</u>	<u>95,128.10</u>		

SECTION V: Average Increase Over Term of New CNA

21	Dollar Increase Over Life of Contract	\$ <u>451,088.54</u>	[Take sum of all amounts listed on Line 20 above]
22	Percentage Increase Over Life of Contract	<u>13.90</u>	% [Divide amount on Line 21 by amount on Line 14]
23	Average Percentage Increase Per Year	<u>3.475</u>	% [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

←Increases→

24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	College Stipend	14,500.00	0	0	0	0		
	Detective Stipend	800.00	0	0	0	0		
	Sick leave Sellback (est)	0.00	60,000.00	0	0	0		
25	Totals (\$):	15,300.00	60,000.00	0	0	0		

SECTION VII: Medical Costs

Insurance Costs		Base Year	Year 1
26	Health Plan Cost	\$ 586,520.16	\$ 609,979.92
27	Prescription Plan Cost	\$ 195,769.08	\$ 203,599.68
28	Dental Plan Cost	\$ 32,003.28	\$ 32,825.28
29	Vision Plan Cost	\$ 3,928.92	\$ 4,127.52
30	Total Cost of Insurance	\$ 818,221.44	\$ 850,532.40

SECTION VII: Medical Costs (continued)

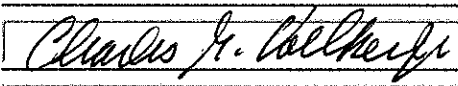
31	Employee Insurance Contributions	\$ <u>247,899.96</u>	\$ <u>265,355.97</u>
32	Contributions as % of Total Insurance Cost	<u>30.30</u> %	<u>31.20</u> %

33 Identify any insurance changes that were included in this CNA.
Added additional lower cost plans that are optional to the employee.

Employees who are hired after January 1, 2016 need to work an additional 5 years or a total of 20 years with Vernon Township to get retiree health benefits.

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: Charles Voelker
Position/Title: Business Administrator
Signature: 
Date: 08/07/2017

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

AGREEMENT
BETWEEN
TOWNSHIP OF VERNON
AND
NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL NO. 285

JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

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PREAMBLE

A. **THIS AGREEMENT** is entered into this 25th day of November, 2015, by and between the **EMPLOYER OF VERNON**, in the County of Sussex, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the Employer), and **NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 285** (hereinafter called the Association).

B. The Employer recognized the Association as the exclusive majority representative for all ranks below that of Chief of Police in the Police Department of the Employer of Vernon, within the meaning of the New Jersey Employer-Employee Relations Act, **N.J.S.A. 34:13A-1.1** et seq.

ARTICLE 1

DEFINITION

A. The term of "Police Officer", "member", and/or "Employee" as used herein shall be defined to include the plural as well as the singular and refers throughout to the sworn, regular Police Officers employed by the Employer of Vernon.

B. The term "Employer" and/or "Employer" as used herein shall be defined as the Employer of Vernon, a municipal corporation of the State of New Jersey.

ARTICLE III

EMPLOYEE RIGHTS

A. The Employer will encourage the full security of all individual rights and privileges of its Employees as citizens in the democratic society consistent with their duties and responsibilities as Employees of the Employer.

B. The Employer shall grant a leave from duty with pay and without any loss of compensatory time for up to twenty-eight hours per month to the State Delegate of the Association or Association Officer to attend State, County, Local Association meetings. In addition to the 28 hours, time for Seminars, Training Sessions, Conference and any other Association business shall be approved by the Chief of Police. The State Delegate or the Association President shall submit written notification to the Chief of Police no less than one (1) calendar week prior to said absence from duty. Association time may be used in one (1) hour increments or more. Any time not used in the month may be accumulated and carried over to the next month.

C. Per NJSA 40A:14-177 the Employer agrees to grant time off without any loss of regular pay or compensatory time not to exceed one (1) calendar week to any Employee designated by the Association to attend the annual State Mini-Convention and State Convention. No more than three (3) Employees, or 10% of the bargaining unit (but not to exceed 10), whichever is greater as selected by the Association, shall be granted the time off. The State Delegate or Association President shall submit written notification to the Chief of Police no less than Fourteen days (14) prior to said absence from duty under this provision.

D. During collective negotiations, authorized Association representatives, not to exceed four (4) shall be excused from their normal work duties to participate in any collective negotiation session mutually scheduled by the parties and shall suffer no loss of regular pay or compensatory time.

ARTICLE II

MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Employer Government and its properties and facilities and activities of its Employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.

2. To use improved methods and equipment, to decide the number of Employees needed for special assignments and to be in sole charge of the quality and quantity of the work required.

3. To hire all Employees, to promote, transfer, assign or retain Employees in positions with the Employer, in accordance with New Jersey Department of Personnel (formerly Civil Service) Rules and Regulations.

4. To suspend, demote, discharge or take any other appropriate disciplinary action against any Employee for good and just cause according to law and New Jersey Department of Personnel Rules and Regulations.

5. To layoff Employees in the event of lack of funds.

B. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any other national or state law.

ARTICLE IV

GRIEVANCE PROCEDURE

A. PURPOSE

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

2. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate representative of the Employer, provided, however, that the Employer furnishes the Association with prior written notice of such discussions.

3. Nothing herein shall be construed as limiting the right of any Employee having a grievance to pursue his own grievance apart from the Association and its grievance committee.

B. DEFINITIONS

1. The term "grievance" as used herein means any dispute or controversy arising over any matter which affects the arbitrable terms, and conditions of employment of Police Officers, and may be raised by the Association through its Grievance Committee on behalf of an individual Employee or group of Employees, or the Employer.

2. The term "party" as said herein means the Association or the Employer, and is not intended to include an individual Employee or group of Employees.

3. For the purpose of this section, work days shall be defined as Monday through Friday.

4. The term "minor discipline" as used herein means those circumstances where the penalty is five (5) days of suspension, or equivalent fine, or any lesser penalty.

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

A. An aggrieved Employee, or the Association on behalf of the aggrieved Employee or Employees, or the Employer, shall institute action under the provisions hereon, within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved Employee and his Division Commander (Lieutenant) for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

B. The Division Commander (Lieutenant) shall render a decision within five (5) working days after receipt of the grievance.

C. In the event the actions, orders or directives of the Division Commander (Lieutenant) are the reason for the grievance, then the grievance shall immediately proceed to **STEP TWO**, paragraphs (A) and (B). The Chief of Police has the authority to determine if bypassing **STEP ONE** is appropriate, and shall refer the grievance back to **STEP ONE** for action if he feels it is appropriate to do so.

STEP TWO

A. In the event a satisfactory settlement has not been reached, the Employee or the Association shall, in writing and signed, file his grievance with the Chief of Police within five (5) working days following the determination at **STEP ONE**.

B. The Chief of Police shall render a written decision within ten (10) working days from the receipt of the grievance.

STEP THREE

A. In the event the grievance has not been resolved in or at **STEP TWO**, the Association shall, in writing and signed, file the grievance with the Township Mayor or designee within five (5) working days following the determination at **STEP TWO**. This presentation shall include copies of all previous correspondence relating to the matter in the dispute. The Township Mayor or designee shall give the Association and or the Employee the opportunity to be heard.

B. The Township Mayor or designee shall render a written decision within ten (10) working days from receipt of the grievance.

STEP FOUR

A. In the event the grievance has not been resolved in or at **STEP THREE**, the matter may be referred to arbitration as hereinafter provided.

B. In the event that the Employer or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:

- (1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party (ies) within ten (10) working days following the receipt of the Township Mayor's (or designee's) determination.
- (2) The party demanding the arbitration shall request the Public Employment Relations Commission to appoint an Arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the Public Employment Relations Commission.
- (3) The costs of the services of the Arbitrator shall be borne equally by the Employer and the Association; except that any late cancellation fees shall be paid fully by the cancelling party.
- (4) The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
- (5) The decision of the Arbitrator shall be final and binding upon the Employer and the Association.
- (6) The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be 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.

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

E. Upon prior notice to the Chief of Police, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer

with Employees and the Employer on specific grievances in accordance with the Grievance Procedure set forth herein during work hours of Employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty Employees.

ARTICLE V

BENEFITS

A. The Employer shall provide hospitalization insurance coverage, dental insurance coverage, major medical insurance coverage, false arrest and liability insurance coverage in effect as of the signing of this Agreement, or its equivalent. Effective September 1, 1993 the employer shall be permitted to implement an 80/20 medical plan. The details of which are set forth at Schedule B_attached. The level of benefits so described shall be maintained.

B. The Employer has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided. In addition to the PPO plan that is currently offered to all unit members (as referenced in Section A, above), the Township has the right to implement additional lower-cost plans in which unit members may voluntarily participate. If the Township does implement such plans, they must remain in effect for an entire plan year. The Employer agrees to give two (2) weeks notice of such change whenever practicable, but in no event shall the notification be less than one (1) week.

C. The Employer agrees to provide life insurance in the minimum amount of Twelve Thousand Five Hundred (\$12,500.00) Dollars.

D. Except as modified by this Agreement, all rights, privileges or benefits which are applicable to Employees prior to the execution of this Agreement, shall remain in full force and effect during the term of this Agreement.

E. The Employer shall pay health insurance premiums for retired police officers under the following circumstances:

a. Officers who were hired prior to January 1, 1999 who retire within the meaning of the PFRS shall receive health benefits paid for by the Employer for

themselves and eligible dependents at the same level of benefits, including co-pays and other out-of-pocket limits that were in effect as of the date immediately preceding retirement. Officers who were hired on or after January 1, 1999 who retire within the meaning of the PFRS and have at least 15 years of full time service to Vernon Township or who were hired on or after January 1, 2016 who retire within the meaning of the PFRS and have at least 20 years of full time service to Vernon Township shall receive health benefits paid for by the Employer for themselves and eligible dependents at the same level of benefits, including co-pays and other out-of-pocket limits, that were in effect as of the date immediately preceding retirement. For all retirees who are eligible for medical benefits, Medicare shall become primary for the retiree and the Township insurance secondary when the retiree is eligible for Medicare. If the retiree is not eligible for Medicare, the township's insurance shall remain as primary.

b. Upon the death of the retired police officer, coverage will be continued for his or her spouse, provided that the officer was married to the spouse at the time of his/her retirement, and will be continued for his or her dependent children, provided the children were designated as dependents at the time of the Police Officer's retirement, until the death or remarriage of the spouse, or until receipt of other coverage by that spouse, or until the spouse reaches the age of sixty-five (65), whichever occurs first.

c. After retirement, no new dependents may be added to the Police Officer's coverage. However, if a retired Police Officer, who had coverage for his or her spouse at the time of retirement, remarries, the new spouse may receive coverage as provided for in Paragraph B above. However, upon the death of that officer, all coverage for the new spouse will terminate.

d. A retired police officer may apply not to be covered for medical insurance under the Employer's insurance plan in exchange for cash payment equal to

one-half of the savings on the costs to the Employer for providing coverage to said employee for one year. The police officer may not, thereafter, apply to rejoin the Township insurance plan.

F. DISABILITY – POLICY & PROCEDURE

1. Temporary Disability Benefits provided by the Employer are equal to the Temporary Disability Benefits Law of the State of New Jersey and are granted through contractual agreements.

2. An employee who is absent because of illness or non-work related injury, must use all accumulated and earned sick days before applying for Temporary Disability. Once these sick days are used, the employee must wait seven (7) days until Temporary Disability payments begin. The current rate is sixty percent (60%) of the base salary, up to a maximum amount established by the New Jersey Department of Unemployment/Disability. (Rates may change each year.) The set dollar amount will be paid to the employee through twenty-six (26) weeks or end of disability, whichever comes first. At such time they will receive a final Temporary Disability pay of the seven (7) holding days.

3. The Employee must provide medical certificates, completed by their physician, to the Township of Vernon Personnel Office.

4. Before an Employee may return to work, he/she must provide a written release from their physician.

5. The benefit shall be provided to the Employee(s) at no premium cost.

G. Effective January 1, 2012, each Employee covered by this Collective Bargaining Agreement shall contribute only the amount required by any legislation towards health insurance. If any legislation regarding health insurance is passed during the term of this Agreement that applies to employees covered by this Agreement,

employees shall not be required to contribute until this Agreement expires or the effective date of the legislation, whichever is later. Upon the expiration of any legislation regarding health insurance premium sharing or other employee contributions, the employee contributions shall also cease. Said amount shall be deducted in equal payments by payroll deduction from the Employee's payroll check or from an account balance funded by the Employee under the provisions of the Internal Revenue Service Code §125 and as established by the Employer, should the Employee so elect.

H. All benefits set forth in this Article, except health insurance benefits, shall accumulate for probationary officers, but shall not be paid unless the officer successfully completes the Academy Training and accepts continuing employment as a Township Police Officer. Health insurance benefits shall be applied as for all other employees covered by this **AGREEMENT**.

I. The Employer shall continue to pay for all medical benefits for the spouse and dependents of an officer who is killed in the line of duty until the spouse is Medicare eligible (then the Township's benefits become secondary) or remarries and the dependents become emancipated. If the spouse of an officer is pregnant when the officer is killed, the unborn child shall be considered a dependent and is eligible for this benefit upon birth.

ARTICLE VI

OFF-DUTY POLICE ACTION

A. Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the force on his/her time off, while in the State of New Jersey, which would have been taken by an Officer if present or available, shall be considered as Police action, and the Employee shall have all of the rights and benefits concerning such action as if he/she were on active duty.

B. Recognizing that the Employer and its residents benefit from the additional protection afforded them by off-duty Police Officers, and further recognizing the weighty responsibility and hazards confronting each off-duty Police Officer, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One (\$1.00) Dollar per year which shall be considered as part of the base annual wage.

ARTICLE VII

LONGEVITY

A.1. There shall be added to and made a part of the remuneration of all Employees covered under this **AGREEMENT**, except as set forth in A.2. & A.3 below, an amount equal to a certain percent of the salaries and wages fixed for each said person based upon the completion of a certain number of years of service in and for the Employer as follows:

YEARS CUMULATIVE SERVICE

5	4%
10	5%
15	6%
20	7%

A.2. Employees hired after January 1, 1996 shall be entitled to longevity payments pursuant to the following schedule:

YEARS CUMULATIVE SERVICE

5	2%
10	5%
15	6%
20	7%

A.3. Incumbent employees who are not at Patrolman 9, Corporal, Sergeant, Lieutenant or Captain in the current pay scale and employees hired on or after 1/1/16 shall be entitled to longevity payments pursuant to the following schedule:

YEARS CUMULATIVE SERVICE

10	2%
15	5%
20	6%
25	7%

Notwithstanding the foregoing, any officer who transfers to the Township who has 5 or more years of service as a PTC certified law enforcement officer and is hired at Patrolman 3, shall receive 2% longevity when he reaches Patrolman 9 of the salary guide. Thereafter, he shall be on the above guide.

B. Such additional compensation shall be paid notwithstanding the maximum salaries or wages provided in **Article XVII** of this **AGREEMENT**, and shall be included in the base salary of each member for Pension purposes only.

C. Such longevity pay shall be based on the earnings of the normal work week, and longevity pay shall not be added to overtime remuneration.

ARTICLE VIII

CLOTHING AND EQUIPMENT

A. The Employer shall provide each Employee with the necessary uniform and equipment, and shall pay for any changes of, or additions to the official uniform for each Employee. The basic uniform shall include body armor, as designated by the Chief of Police.

B. All replacements for an official uniform change shall be based on what the Officer was initially issued at the time of employment.

C. The Employer shall replace any Officer's clothing or equipment which is destroyed or damaged beyond repair in the performance of his/her duties as a Police Officer.

D. Probationary Officers shall supply necessary clothing and equipment with the exception of any weapon and body armor supplied by the Employer. Upon successful completion of the basic academy class, the Officer shall be reimbursed by the Employer for the clothing and equipment previously supplied by the Probationary Officer. An Officer transferring to the Employer shall supply necessary clothing and equipment with the exception of any weapon and body armor supplied by the Employer. Upon successful completion of the Field Training Program, the Officer shall be reimbursed by the Employer for the clothing and equipment previously supplied by the Officer.

E. Officers shall be required to maintain their uniforms in proper order and to replace them due to normal wear and tear.

ARTICLE IX

HOLIDAYS

112 hours of holiday time is incorporated into each officer's base pay and is paid in equal intervals during the Township regular pay cycles.

ARTICLE X

HOURS OF WORK

A.1. There shall be annual windows when Officers may file request for specific change of squad assignments. Request shall be submitted on or before December of the previous year. Posting of assignments for each schedule shall be made at least forty-five (45) days prior to the March schedule. If an emergent request is needed, the officer may submit such request. All changes shall be at the discretion of the Chief of Police.

A.2. Applications for transfers or assignments shall be maintained on file in the office of the Police Chief. No request shall be arbitrarily or capriciously denied. The reason for any denial of a requested assignment or transfer shall be in writing; a copy to be provided to the officer on or before the posting date set forth in A.1., or within two weeks of the action if not at a scheduled window; a copy to be provided to the Township Personnel Administrator for inclusion in the personnel file of the Officer, and shall be grievable under **ARTICLE IV** of the contract.

B.1. Effective March 1, 2012, Hours of work are described as follows:

- a. The Chief of Police shall assign department personnel to the below tour assignments:
 - i. 8 hour tour (Administration 1)
 - ii. 10 hour tour (Administration 2)
 - iii. 12 hour tour (Patrol Division)
- b. When officers on the 12-hour Pitman are scheduled for training (or as an instructor for training) for more than 3 days, they shall receive pay on an hour for hour basis for training that is conducted on their regular day off, including travel time, or at their option, elect to take an equal amount of time off at a later date to be selected by

the officer. For training blocks of 6 hours or less (including travel time) on an officer's regular workday, the Chief may require the officer to return to work to complete his 12-hour shift. The return to work must be contiguous with the end of training. The Chief of Police shall apply this discretion reasonably and equally to all officers. Management retains the right to use schedule changes when desired to allow for the efficient operation of the department.

c. Effective January 1, 2016 and each January 1 thereafter, each officer on the Pitman schedule shall receive 104 hours of "Pitman" time that must be used by the end of the year assigned. If an officer requests Pitman time and it is denied by the Department so that he cannot use it before the end of the year, he can elect to get paid for the time. If an officer does not elect to use his Pitman time by November 1 of the year assigned, the Department may compel him to use it between November 1 of the current year and February 28 of the succeeding year.

e. All officers shall have all benefit leave time measured in hours.

f. The 12 hour work schedule shall consist of 4 Patrol Division Squads. The shifts shall be: Shift 1-0600 hours to 1800 hours and Shift 2 – 1800 hours to 0600 hours. The sequence of days on and days off shall be: 2 consecutive days on –duty followed by 2 consecutive days off-duty followed by 3 consecutive days on-duty followed by 2 consecutive days off-duty followed by 2 consecutive days on –duty followed by 3 consecutive days off-duty. The 3 on 3 off sequence shall fall on Friday, Saturday, and Sunday. Squads will rotate shifts on a 28 day cycle.

g. All officers on the 12-hour schedule shall work two 12-hour training days per calendar year. Officers shall receive straight time pay for these days and it shall be paid in the first pay of November each calendar year. If training does not last the full 12-hours, the officer shall be released from duty and be credited with 12-hours pay. For all

other training conducted on an officer's day off, he shall receive a minimum of 3 hours of compensatory time on an hour for hour basis.

C. No change of shifts or transfer of an Officer between shifts shall occur without fourteen (14) days' notice, except in cases of emergencies such as but not limited to protracted illness or injury, as determined by the Police Chief.

D. An Employee may, at the end of overtime worked, elect to be compensated as paid overtime (time and one-half rate) or in compensatory time (time and one-half rate) when the Employee elects to take compensatory time off (CTO) then said CTO would accumulate in a CTO time bank for future use. Future use of CTO would be at the Employee's sole discretion subject to prior departmental approval. At no time shall the CTO Bank contain more than eighty-eight (88) hours. The Association shall be allowed to review the CTO Bank to insure that no more than 88 hours have accrued.

ARTICLE XI

OVERTIME

A. Overtime shall be paid for all work performed in excess of the standard tour of duty at the rate of one and one-half (1-1/2) times the computed hourly rate. Permanent full-time Employees shall not be paid overtime until said Employee shall have worked the standard tour of duty.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance whenever possible by the Chief of Police, or authorized representative. The reasons for the granting of overtime shall be noted on the time report and certified by the Chief of Police.

C. Whenever an Employee is required to appear in Court within the Township of Vernon on the Employee's off-duty time, such Employee shall be credited with a minimum of two (2) hours overtime. If an Officer is required to perform Police duties not related to the Court Appearance within the Township of Vernon, he/she will fall under the guidelines of **Article XII**. When such Court Appearance is required outside the Township of Vernon, said Employee shall be credited with a minimum of three (3) hours overtime.

D.1. All requests for Police services from an outside agency, such as the Board of Education, Not for Profit Organizations, Contractors, Lake Associations or any similar business request shall be first offered to Sworn, Regular Police Officer(s).

D.2. The rate of pay for contracted Police service will be top grade Patrolman overtime rate.

D.3. Requested services for the Board of Education and Not for Profit Organizations shall be filled utilizing the chart as follows:

<u>Officers Requested</u>	<u>Sworn, Regular Police Officer</u>	<u>Special Police Officer</u>
One (1)	One (1) Mandatory	N/A
Two (2)	One (1)	One (1)
Three (3)	One (1)	Two (2)
Four (4)	Two (2)	Two (2)
Five or more patterned as above.		

The Chief may elect to use all sworn personnel in lieu of special officers despite the foregoing.

4. The Public Employer further agrees that all monies received from such contracting work shall be paid through the Employer's payroll process and the Law Enforcement Officer while so employed shall be treated in all respects as an Employee of the Public Employer.

ARTICLE XII

CALL BACK

A. Employees are on call twenty-four (24) hours a day (exceptions: sick leave or vacations). In the event of a call back to duty for an emergency, school crossing, breathalyzer operation or similar duty, such Employee shall be credited with a minimum of three (3) hours overtime, provided such call back is not contiguous with the Employee's regular work shift.

B. The Employer reserves the right to retain the Employee for the minimum time period.

ARTICLE XIII

SICK LEAVE

- A. Each full time, permanent member of the Bargaining Unit is entitled to 120 hours of sick leave per annum. If an Employee is hired during the course of the year, the Employee is entitled to ten hours of sick leave for each month of employment or part thereof, until the next calendar year begins.
- B. Sick leave may be accumulated without restriction.
- C. Sick leave can be utilized for the following reasons: personal illness, accident, exposure to contagious disease or for brief periods due to serious illness in the family.
- D. Absence on sick leave for three or more consecutive days requires a physician's certificate of illness prior to return to work.
- E. In any case where an employee has been absent on sick leave for any duration of time and such absences total seven (7) or more sick leave absences in any calendar year (defined as a sick leave occurrence of 4 or more hours), a physician's certificate is required to return to work for every sick leave absence of any duration. A sick leave period is the Employee utilizing consecutive sick days in one period.
- F. The Employer may, at its sole discretion, require a physician's certificate indicating the Employee may return to work. In such cases, and except as in Paragraphs D and E above, the Employer shall bear the cost of the physician's visit and report. The Employer shall choose the physician.
- G. During a period of sick leave which lasts ten or more days, the Employer may require the Employee to provide interim physician's reports from the Employee's treating physician.
- H. The Employer, at its sole discretion, may require an Employee to take sick leave if, in the opinion of the Chief of Police, Township Mayor, or a designated

representative, the Employee may endanger the health or welfare of other Employees or the public. In such event, the Employee may return to work only with a physician's certificate. The Employer may further require the Employee to attend a Employer recommended physician, at the cost of the Employer, and, in such event, the determination of such physician determines that the Employee was fit for duty and was, nevertheless, put on sick leave, the Employee shall not be charged with sick day use.

I. Sick leave can be taken in increments of one hour or more.

J. Upon retirement, as defined by the Police and Fire Retirement System, an Employee shall be paid for one-half of the accumulated sick days of the Employee, at the Employee's then current rate of pay, subject to a limitation of a \$15,000.00 cap.

K. The Employer shall, from time to time, adopt or amend a sick leave policy. In such cases as this Collective Bargaining Agreement and the sick leave policy may be in conflict, the Collective Bargaining Agreement shall control. In the event an Employee violates the provisions of this **AGREEMENT**, or the sick leave policy, the violation may result in the loss of sick day benefits for the day(s) of the violation, which may become unpaid absences, and may be further subject to disciplinary action by the Employer. The Employer may verify the bona fide utilization of sick leave pursuant to Township policy and pursuant to this **AGREEMENT**, during the employee's scheduled work hours.

L. A maximum of one (1) year's sick leave shall be granted if warranted for injury or illness sustained as a result of an Employee's action in the line of duty as a Police Officer, providing that the Employee files for Worker's Compensation in accordance with law. When an Employee is receiving Worker's Compensation Insurance payments, the Employer will supplement such payments so that the Employee will continue to receive his/her regular base salary. Such sick leave resulting from line of duty injury or illness shall not be considered as part of the regular sick leave accrued as

above, nor shall it be deducted therefrom. Additional leave may be granted by the Township Mayor or designee upon review.

M. Sick leave in excess of the time prescribed by this **AGREEMENT** may be granted at the discretion of the Township Mayor or designee.

N. Commencing 1/1/16, employees shall receive the following sick leave incentive

0 sick hours in a calendar year	Cash in up to 60 hours at full pay
12 sick hours in a calendar year	Cash in up to 48 hours at full pay
24 sick hours in a calendar year	Cash in up to 36 hours at full pay
36 sick hours in a calendar year	Cash in up to 24 hours at full pay
48 sick hours in a calendar year	Cash in up to 12 hours at full pay

The employee shall submit his cash-in amount in writing to the Township in the subsequent January. Payment shall be made in the subsequent February. To be eligible for sick leave cash-in, an officer must have at least 180 hours of banked sick time remaining after cash-in.

ARTICLE XIV

LEAVES OF ABSENCE

A. Leaves of absence may be provided for all Employees covered under this **AGREEMENT**, following completion of the probationary period. A leave of absence shall be granted to protect the Employee's continuity of service and eligibility of benefits on return to work. Employee benefits shall not be granted during the leaves of absence, nor is the time out for leave counted in determining total years of service.

B. Requests for leaves of absence must be submitted in writing to the Chief of Police. Sergeants are to submit their request four (4) weeks prior to the effective date, at the latest. Patrolmen are to submit their request at least two (2) weeks in advance of the date the leave is to become effective. All requests are subject to review of the Township Mayor or designee.

C. Military leave will be granted in accordance with State and Federal Law.

D. The Employer shall pay to an Employee any difference between the Employee's full pay and the sums received for attending jury duty, to any permanent, full time Employee who serves on jury duty, subject to the following conditions:

1. The Employee notifies his/her supervisor upon receipt of the summons for jury duty.
2. The Employee has not volunteered for jury duty.
3. The Employee submits proof, acceptable to the Township Mayor or designee, that the Employee served on jury duty and the amount received by the Employee for the service.

E. All leave qualifying under the New Jersey Family Leave Act and/or the Family and Medical Leave Act shall be subject to the Family Leave Policy adopted by the Township of Vernon on January 28, 2002. The Employer, during the term of this **AGREEMENT**, shall not reduce or alter, except beneficially, the provisions of said policy.

Subject to such benefits and limitations as are provided by law, maternity leave may be granted at the end of the sixth (6th) month of pregnancy and may be extended to the eighth (8th) week post partum. In order to continue working past the sixth (6th) month of pregnancy, a permission to work note must be obtained from the Employee's obstetrician.

F. The Township Mayor or designee may grant leaves of absence without pay to permanently employed New Jersey Department of Personnel employees for periods not to exceed six months at a time for reasons satisfactory to the Township Mayor or designee.

G. Unpaid leaves of absence may be extended by formal action of the Township Mayor or designee for an additional period not to exceed six months, but no further renewal or extension of unpaid leaves of absence may be granted, except upon the written approval of the New Jersey Department of Personnel Commission.

H. Written notice of all leaves of absence or extensions shall be forwarded to the New Jersey Department of Personnel Commission.

I. During any period of unpaid leave not otherwise governed by State or Federal Law, the Employee shall not accrue service time or additional leave time, i.e., sick time, vacation days and personal days, and shall not be eligible for holiday pay, or educational stipends during the period of unpaid leave. Such payments shall be prorated upon the Employee's return to work.

J. Personal leave may be granted by the Township Mayor or designee under exceptional circumstances for up to three (3) months to eligible Employees.

ARTICLE XV

VACATIONS

A. Vacation time for all Employees is determined as follows:

1. 8 hours per month from the date of hire to the following January 1. After that date, each Employee is entitled to 96 hours of vacation plus the time accrued since the date of hire.

2. All eligible Employees shall receive 96 hours of vacation each year until five (5) years of service; over five (5) years, 120 hours of vacation; over ten (10) years, 144 hours of vacation; over fifteen (15) years, 160 hours of vacation; and over twenty (20) years, 200 hours of vacation.

B. Holidays falling with the vacation period shall not be computed as part of the vacation. However, they may be added to the vacation period with the approval of the Chief of Police.

C. All vacation time is subject to the final approval of the Chief of Police; however, any vacation time which is denied for any one (1) calendar year shall not be counted as accumulated vacation time.

D. Vacation time need not be used for any one (1) calendar year, but may be carried over to the next year. No more than two (2) years vacation time may be used during any one (1) calendar year, excepting that vacation time which had been denied from a prior year.

E. All Employees shall receive 36 hours of personal leave per year which shall not be counted as vacation, nor be deducted from sick leave. Personal leave is defined as time off from work to deal with a personal/private matter. Any personal day utilized on Thanksgiving, Christmas Eve, and Christmas Day shall be subject to Seventy-Two (72) hours' notice by the Employee. In the event that less than Seventy-Two (72) hours' notice is given to the Department with respect to the above stated

holidays, then the Department may deny the use of that day. At the Employee's option, personal leave days not taken will be paid at the Employee's regular pay rate. This option may be exercised on the second pay period in November of each year.

F. Employees shall be entitled to not more than 40 hours with pay for birth of a child in immediate family.

ARTICLE XVI

FUNERAL LEAVE

A. Funeral leave for all Employees is determined as follows:

1. 4 Scheduled workdays: wife, husband, son, daughter, mother, father, sister, brother, grandparent, grandchild and step-relations and in-law relations for all of these categories.

2. 2 Scheduled workdays: aunt, uncle, niece, nephew or cousin and step-relations and in-law relations for all of these categories.

B. Reasonable verification of the event may be required by the Employer.

C. Such funeral leave shall not be deducted from vacation time, personal days, holidays, nor sick leave; however, such bereavement leave is not in addition to any sick leave falling within the time of the bereavement.

D. An Employee may make a request of the Chief of Police or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Chief of Police or his designated representative, shall be charged, at the option of the Employee, either as a personal day or against accumulated compensatory time off.

ARTICLE XVII

SALARIES

A. The salaries for Employees covered by this **AGREEMENT** shall be as set forth on Schedules A annexed.

Effective 1/1/16	1.0% to base pay for Patrolman 9, Corporals, Sergeants, Lieutenants, and Captains
Effective 1/1/17	1.0% to base pay for Patrolman 9, Corporals, Sergeants, Lieutenants, and Captains
Effective 1/1/18	1.0% to base pay for Patrolman 9, Corporals, Sergeants, Lieutenants, and Captains
Effective 1/1/19	1.0% to base pay for Patrolman 9, Corporals, Sergeants, Lieutenants, and Captains

In addition, all officers who are not at top pay shall receive their increment movement. A newly hired officer who starts at "Probation Step" will not advance to Patrolman 1 until January 1st of the subsequent calendar year after graduation of the Police academy.

See attached spreadsheets (Appendix A, which includes Probation Step).

B. Any new Employee with prior service in a PTC certified position in another Department or Agency, providing basic training has been completed, shall enter the salary scale as a Patrolman in accordance with the following:

1. Less than 5 years prior service, as a Patrolmen 1st Grade;
2. At least five (5) years but less than ten (10) years prior service, as a Patrolman after, twenty-four (24) months of service (grade 3)
3. Ten (10) or more years of prior service, as a Patrolman after thirty-six (36) months of service (Grade 4).

The above mentioned prior service credit provisions shall be applicable with respect to entry level starting salaries only. No seniority credit over existing Department personnel shall be permitted.

C. All Detectives shall be entitled to a pro-rated Two Hundred (\$200.00) Dollar increment payment.

D. Effective January 1, 2016, the top eight 8 patrol officers in seniority shall be designated as Corporal (inclusive of any current Corporals). An officer must be at Patrolman Step 9 to receive Corporal pay. The additional duties of a Corporal include, but are not limited to:

a. Assume command and responsibility at an incident until the arrival of a ranking officer.

b. Conduct roll call training. Subjects will include incident review, police tactics, legal updates and other related topics coordinated through the Training Bureau.

c. Any other duties as assigned by a ranking officer.

Effective January 1, 2012, all Sergeants, Lieutenants and Captains having attained twenty (20) years of service within the meaning of the Police and Fire Retirement System or having fifteen (15) years of service with Vernon Township and ten (10) years of Law Enforcement experience prior to January 1, 2012 shall be placed at Step 3 of their respective ranks. Any officer on or after January 1, 2012, shall progress to Step 2 of the rank after serving Step 1 for 2 years and to Step 3 after serving an additional 3 years.

E. In the event an Employee shall work as a shift supervisor/sergeant, that Officer shall be paid at the sergeant's minimum rate of pay.

ARTICLE XVIII

EDUCATION AND TRAINING

A. The Employer shall pay all costs of training the probationary Employee at a Police Academy certified by the Police Training Commission of the State of New Jersey.

B. The Employer shall pay all costs of any specialized training for all Employees including any academies, seminars or schools which the Employee is required to attend.

C. If an Employee is required to provide his own vehicle for any business-related travel, including, but not limited to any academies, seminars or schools, a travel expense shall be paid to such Employee. The amount paid per mile shall be the State of New Jersey standard at the time of such travel by the Employee.

D. Commencing January 1, 2014, each officer shall receive an annual increment to base pay for the following recognized degrees: Associate's, Bachelor's and Master's. The previous listed degrees shall be from a school accredited by the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Accreditation Commission, or the Western Association of Colleges and Schools. Such recognized degree(s) shall be in Police Science, Criminology, Law Enforcement, Public Safety, Public Administration, Behavioral Science, and Business. The Township Mayor may consider any other concentrations on an individual basis and shall determine if such concentrations are deemed a substantial benefit to the Township. The recognized degree(s) shall be paid notwithstanding the maximum salaries and wages provided in Schedules A and B of this Agreement and shall be paid during the month of July for all Degrees earned on or before June 30. To qualify for the increment, the officer must submit a transcript to the Township prior to the increment being awarded. The annual

increment shall be as follows: Associate's Degree, \$800.00, Bachelor's Degree, \$1500.00 and Master's Degree, \$1800.00. Any employees hired after January 1, 2016 will not be paid an educational stipend.

E. The Employer agrees to pay the full cost of tuition, books and fees, less any scholarships or grants, for courses leading to a recognized degree in the law enforcement field, payment to be made upon submission of satisfactory proof of a completion in such course. A cumulative per semester 3.0 GPA is required for reimbursement for all courses. Effective January 1, 2012, this shall apply only accredited colleges and universities for enrollments on or after that date. The Employer shall not be required to pay more than Fifteen Thousand (\$15,000.00) Dollars annually under this paragraph. In the event of an over subscription for subsidy payments, those approved shall be limited to a pro rata share of the \$15,000.00 maximum based upon the amounts approved for each Officer. The Employer shall not pay for a PhD or Law degree.

F. Any Employee who attends a Department required school or training that is 25 miles or more from headquarters and the training or school (inclusive of travel time) lasts at least 8 hours, shall receive a meal reimbursement allowance of \$35.00 per day. For schools or training that require an overnight stay, the meal reimbursement allowance shall be \$60.00 per day. To receive the meal reimbursement an officer must present to the Township itemized receipts. Alcoholic beverages will not be reimbursed

G. In an effort to facilitate the Employer's ability to provide increased in-service training, the Association and the Employer agree to the utilization of compensatory time in lieu of overtime payment.

ARTICLE XIX

NON-DISCRIMINATION

A. The Employer and the Association 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 Employer or the Association against any Employee because of the Employee's membership or non-membership or activity or non-activity.

ARTICLE XX

INVESTIGATION OF POLICE OFFICERS

A In an effort to insure that Departmental Investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be a Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation of the member commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he/she should be informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he/she so requests, to consult with counsel and/or his/her Association Representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force,

which shall not delay the interrogation period beyond one (1) hour for consultation with his/her Association Representative, nor more than two (2) hours for consultation with his attorney. However, this Paragraph shall not apply to routine day-to-day investigation.

7. In cases other than Departmental investigations, if a member of the force is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the department.

9. A member of the force who is the subject of a Departmental Investigation of a non-criminal nature shall be informed of the allegation(s) against him/her, in writing, within ten (10) days of receipt of the complaint. The following shall be adhered to:

(a) Department investigation shall commence within five (5) days of the Chief of Police or his designee's awareness of the allegations.

(b) All Department investigations shall be concluded within thirty (30) days of their inception, except where circumstances dictate the need for additional time to properly conclude the investigation. In cases which exceed the thirty (30) day time frame, the Officer under investigation will be informed in writing of the extension and reasons therefore.

(c) All members who are investigated shall be notified within ten (10) days of its completion as to the results and any disciplinary action to be taken.

10. When an officer is involved in a critical incident, such as a shooting, motor vehicle accident, or physical altercation, he shall be immediately removed from the area or as soon thereafter as possible, if he requests medical attention or evaluation. Said officer shall not be required to respond to any questions or supply any statement or written reports until he is released by the evaluating physician or other medical professional. Such delay shall not exceed 2 business days unless the officer is physically and /or mentally incapacitated.

ARTICLE XXI

NO-STRIKE PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Employer's Department and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this **AGREEMENT**, neither the Association nor any person acting on 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 an Employee from his position, or stoppage of work or abstinence in whole or in part from the full and proper performance of the employee's duties or employment*), work stoppage, slowdown or walkout against the Employer.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, or other such steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in such activity by the Association members shall entitle the Employer to take appropriate disciplinary action, including, but not limited to, discharge in accordance with applicable law.

E. Nothing contained in this **AGREEMENT** shall be construed to limit or restrict the Employer 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 Association or its members.

ARTICLE XXII

DEDUCTIONS FROM SALARY

A. The Employer agrees to deduct from the salaries of its Employees, subject to this **AGREEMENT**, dues for the PBA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (**R.S. 52:14-15.9 (e)**), as amended. Said monies, together with records of any corrections shall be transmitted to the Association Financial Secretary within three (3) working days from the payroll period ending date of each pay period.

B. If during the life of this **AGREEMENT** there shall be any change in the rate of membership dues, the Association shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorization from its members showing the authorized deduction for each Employee.

C. The Association will provide the necessary "Check-Off" authorization form and deliver the signed forms to the appropriate offices.

D. It is hereby agreed that the dues deductions for any Employee in the Association shall be limited to Local No. 285 of the New Jersey State Policemen's Benevolent Association, the duly certified majority representative, and Employees shall be eligible to withdraw such authorizations only as of July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.

E. The Association shall indemnify, defend and save the Employer harmless against any and all demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards as furnished by the Association to the Employer, or in reliance upon the official notification to the Employer on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

F. Each Employee will have the right to authorize the Employer to deduct a payment from that Employee's paycheck, and have said payment deposited in an account at an (***mutually agreed to by the Employer and the Association***) assigned financial institution. The Association assumes all responsibility for establishing and maintaining the savings program with the financial institution.

ARTICLE XXIII

BULLETIN BOARD

A. The Employer will supply one (1) bulletin board for the use of the Association to be placed in the Squad Room.

B. The bulletin board shall be for the use of the Association for posting of notices and bulletins pertaining to the Association business and activities or matters dealing with the welfare of Employees.

C. No matter may be posted without receiving permission of the officially designated Association representative.

D. The Association representative shall determine what is a matter of concern to the Association.

E. Any notices and bulletins deemed detrimental to the operation of the Department may be challenged by the Chief of Police.

ARTICLE XXIV

POLICE VEHICLES

A. The parties agree that all Police Vehicles owned or leased by the Employer shall be equipped with the appropriate radio and emergency equipment and air-conditioning. An officer may refuse to drive a police vehicle and may not be ordered to drive a police vehicle if that officer has a reasonable belief that said vehicle is unsafe to drive. The Employer agrees to maintain all Police Vehicles in a safe and serviceable manner.

B. If an Employee of the Department alleges that a motor vehicle he/she is assigned to is unsafe to operate, then the Employee will notify his/her supervisor in writing of the dangerous conditions or unsafe equipment. Supervisors will make every effort to eradicate the problem. Any issue as to whether equipment is usable should be determined by the Supervisor. The Chief of Police has the sole discretion in the areas of dispute concerning the use of Police Vehicles.

ARTICLE XXV

CEREMONIAL ACTIVITIES

A. In the event a Police Officer in another municipality is killed in the line of duty, the Employer will permit at least two (2) uniformed off-duty Police Officers of the Department to participate in the funeral services for the said deceased Police Officer. The employees will not be paid for such attendance unless ordered by the Chief or his designee.

B. Subject to the availability of the same, the Employer will permit a Department Police vehicle to be utilized by the members in the funeral service.

ARTICLE XXVI

PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each Employee covered by this **AGREEMENT**; personal history files are confidential records and shall be maintained in the Office of the Personnel Officer.

B. Any member of the Police Department may by appointment review his/her personnel file, but this appointment for review must be made through the Chief of Police or his designated representative. Said appointment will be made as soon as possible, but in no case longer than two (2) working days from the date of request.

C. Whenever anything written concerning an Employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her to read and he/she shall be given an opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file.

D. All personal files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom unless agreed upon by both the Employer and the Employee.

ARTICLE XXVII

REPLACEMENTS

No full time Employee covered by this **AGREEMENT** shall be terminated and replaced by any non-Police Officer, part time or other personnel.

This **Article** shall not prevent the Employer from using special Police or other Township Employees who perform functions related to the Police Department in accordance with the law.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS CLAUSE

A. In the event that any of the provisions of this **AGREEMENT** shall be determined by a Court of proper jurisdiction to be invalid, such determinations shall not impair the validity or enforceability of the remaining provisions of this **AGREEMENT**.

ARTICLE XXIX

FULLY BARGAINED PROVISION

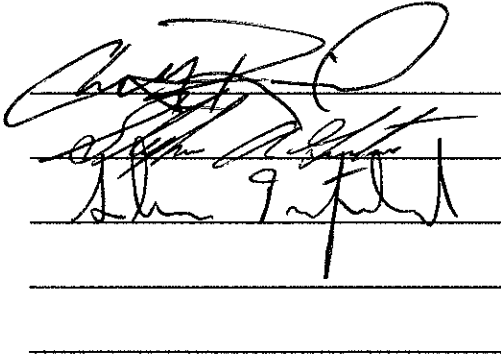
A. This **AGREEMENT** represents and incorporated the complete and final understanding of the bargainable issues that were or could have been subject to negotiations. This **AGREEMENT** can be modified by a written amendment agreed to and executed by both parties and remains in full force and effect from January 1, 2016, until midnight, December 31, 2019, or until such time as a new **AGREEMENT** is executed.

ARTICLE XXX

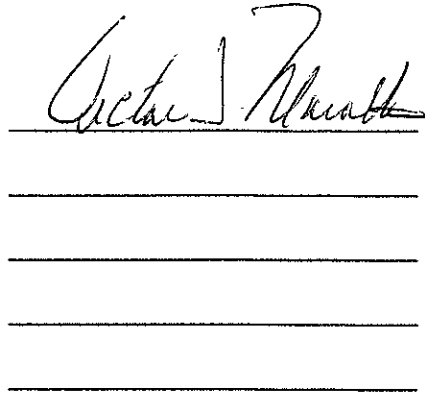
DURATION

A. This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect to and including December 31, 2019, or until a new Agreement is reached or an Award issues by an Arbitrator. This **AGREEMENT** shall continue in full force and effect thereafter, until a successor Agreement is executed. Successor Agreement negotiations shall be controlled by New Jersey State Law.

**NEW JERSEY STATE
ASSOCIATION LOCAL NO. 285**



EMPLOYER OF VERNON



APPENDIX A

SCHEDULE A- SALARIES

<u>Step</u>		<u>1/1/2016</u>		<u>1/1/2017</u>		<u>1/1/2018</u>		<u>1/1/2019</u>
Probation	\$	44,734	\$	44,734	\$	44,734	\$	44,734
1	\$	51,279	\$	51,279	\$	51,279	\$	51,279
2	\$	57,823	\$	57,823	\$	57,823	\$	57,823
3	\$	64,368	\$	64,368	\$	64,368	\$	64,368
4	\$	70,912	\$	70,912	\$	70,912	\$	70,912
5	\$	77,457	\$	77,457	\$	77,457	\$	77,457
6	\$	84,002	\$	84,002	\$	84,002	\$	84,002
7	\$	90,546	\$	90,546	\$	90,546	\$	90,546
8	\$	97,091	\$	97,091	\$	97,091	\$	97,091
9	\$	104,671	\$	105,718	\$	106,775	\$	107,843
Corporal	\$	109,842	\$	110,940	\$	112,049	\$	113,170
Sergeant 1	\$	115,010	\$	116,160	\$	117,321	\$	118,495
Sergeant 2	\$	117,854	\$	119,032	\$	120,223	\$	121,425
Sergeant 3	\$	120,698	\$	121,905	\$	123,124	\$	124,355
Lieutenant 1	\$	126,386	\$	127,650	\$	128,927	\$	130,216
Lieutenant 2	\$	129,514	\$	130,809	\$	132,118	\$	133,439
Lieutenant 3	\$	132,641	\$	133,968	\$	135,307	\$	136,660
Captain 1	\$	138,897	\$	140,286	\$	141,689	\$	143,106
Captain 2	\$	140,951	\$	142,360	\$	143,784	\$	145,221
Captain 3	\$	143,006	\$	144,436	\$	145,880	\$	147,339

SCHEDULE "B"

BLUE SELECT BENEFIT DESIGN SUMMARY TOWNSHIP OF VERNON
 DEDUCTIBLE & CO-INSURANCE INFORMATION GROUP#89044
 COVERAGE CODE: B110/B111

	IN-NETWORK	OUT-OF-NETWORK
Hospital Co-Insurance	100%	80% of first \$2,000 Then 100%
Physician Co-Insurance	100%	80% of first \$2,000 Then 100%
Co-pay for Physician Office Visits	\$10.00	N/A
Supplemental Service Co-Insurance (Major Medical)	N/A	80% of first \$2,000 Then 100%
Annual Deductible	None	\$100/person \$200/family aggregate
Stop-Loss	None	\$2,000 (Pays 80% of First \$2,000, then 100% then Remainder of calendar year)

COVERED SERVICES

Hospital Services

Inpatient 365 days for general conditions, including maternity.
Includes semi-private room, operating room, intensive care unit,
Hospital ancillary services.

Outpatient Diagnostic x-ray/lab, physical therapy, therapeutic x-ray,
Surgery, treatment of accidental injury and medical
emergencies.

Professional Services

Inpatient Surgery, medical care, obstetrical services
Outpatient Diagnostic x-ray/lab. Physical therapy

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE TOWNSHIP OF VERNON

AND

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 285

THIS MEMORANDUM OF UNDERSTANDING is entered into as of this 31st day of January, 2017 by and between the **Township of Vernon** (hereinafter, the "Township") and the **Policemen's Benevolent Association Local No. 285** (hereinafter, "PBA") (hereinafter collectively known as the "Parties").

WHEREAS, the Township and the PBA are parties to a collective negotiations agreement with a term of January 1, 2016 through December 31, 2019 (hereinafter, the "2016-2019 Agreement"); and

WHEREAS, Article V (A) and Schedule B of the 2016-2019 Agreement establishes the medical insurance plan of benefits for PBA unit members and requires the Township to maintain the level of benefits set forth in Schedule B.

WHEREAS, Article V (B) of the 2016-2019 Agreement allows the Township to change insurance carriers or self-insure and to offer lower cost insurance plans to PBA unit members; and

WHEREAS, the Township has advised the PBA that it wishes to offer an option to PBA unit members to enroll in insurance and prescription plans that are lower in cost than the current PPO insurance plan and current prescription plan; and

WHEREAS, the Township has offered to share in the cost savings with PBA unit members who enroll in the lower cost plans for 2017, with the option of the Township to review and continue or modify annually at the Township's discretion; and

WHEREAS, the Township and the PBA seek to affirm their mutual understanding of how the cost-saving will be allocated.

NOW, THEREFORE, the Township and the PBA hereby agree as follows:

1. The Township may exercise its contractual right to offer PBA unit members lower cost medical and prescription plans.

2. To encourage PBA unit members to enroll in such plans, the Township agrees to pay to each employee one-third of the net savings of the lower cost plan or plans versus the cost of the PPO plan and current prescription plan. The net savings will be calculated by reducing the overall premium of the respective plan by any required contractual or statutory employee premium contribution. For example: Employee is enrolled in the current PPO plan with the current prescription plan (\$5/\$15, 2XMO) (Plan A). Employee wishes to enroll in the OMNIA plan with the new prescription plan (\$10/\$40/\$60, 2XMO) (Plan B). For illustrative purposes Plan A is \$30,000/year and Plan B is \$20,000/year for family coverage. The difference in the plan is \$10,000/year. Employee currently contributes 35%, therefore the Township net savings would be \$6,500 or \$10,000 times 65%. The payment to the employee in this case would be one-third of the net savings of \$6,500 or \$2,166.67. This would be payable in 4 quarterly payments of \$541.67.

3. Payment shall be made to PBA unit members who elect to enroll in the lesser cost plan(s) in quarterly payments on February 15, May 15, August 15 and November 15 for each plan year, or as allowed by law (if deposited in deferred compensation or a health saving account ("HSA")) in one of the following ways at the PBA unit member's option:

- a. By separate check, less all required deductions;
- b. By depositing the amount in the employee's deferred compensation plan as directed by the PBA unit member (as allowed by law) (with any remainder paid under an option

selected by the PBA unit member); and/or

c. By depositing the amount in the employee's HSA as directed by the PBA unit member (as allowed by law) (with any remainder paid under an option selected by the PBA unit member) (if employee chooses the HSA Plan).

4. This Memorandum of Understanding shall not be effective unless and until it is ratified by the PBA Membership and the Township Council.

5. The Parties hereby acknowledge that they have read all of the terms of this Memorandum of Understanding and agree that it is complete. The Parties agree to comply with all of the terms herein. The Parties agree that any change, modification, or alteration of this Memorandum of Understanding may only be done in writing and if agreed to by the Parties.

6. This Agreement does not represent a re-opening of the parties' 2016-2019 agreement and does not serve as a waiver of the Township's and the PBA's obligations to strictly comply with the 2016-2019 agreement.

7. Except as otherwise set forth herein, the parties' 2016-2019 agreement shall remain unchanged.

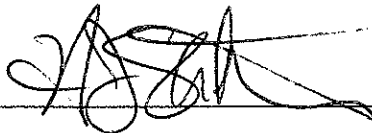
IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date set forth herein above. Each person signing this Agreement warrants and represents that he/she has the requisite authority to execute this Agreement on behalf of the party he/she represents.

ATTEST:

TOWNSHIP OF VERNON

Raven Kulman
Township Clerk

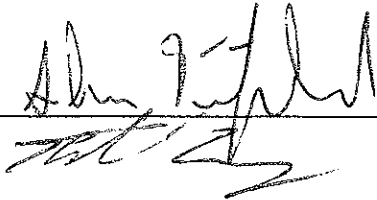
By: _____



ATTEST:

PBA LOCAL 285

By:

A handwritten signature in black ink, appearing to be 'John P. [unclear]', written over a horizontal line. Below the line, there are additional scribbled marks.