

# **AGREEMENT**

**Between**

**TOWNSHIP OF LYNDHURST**

**and**

**THE LYNDHURST POLICEMEN'S BENEVOLENT ASSOCIATION,  
SUPERIORS PBA LOCAL 202**

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**July 1, 2009 through June 30, 2011**

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**0.00 PREAMBLE**

**0.01 THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the TOWNSHIP OF LYNDHURST, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer", and THE LYNDHURST POLICEMEN'S BENEVOLENT ASSOCIATION, SUPERIORS PBA LOCAL 202, hereinafter referred to as the "Superiors PBA";

**0.02 WHEREAS**, the Employer and the Superiors PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW THEREFORE, it is agreed as follows:

**1.00 EMPLOYEES' BASIC RIGHTS**

**1.01** Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the Superiors PBA and its affiliates for the purposes of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

**1.02** The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms of conditions of employment by reason of his membership in the Superiors PBA and its affiliates, collective negotiations with the Employer or Employee's institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

**2.00 ASSOCIATION RECOGNITION**

**2.01** The Employer recognizes PBA Local 202 Superiors as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department except those

Handwritten initials "AC" and a signature "JV" with a circled "20" next to it.

Employees specifically excluded herein.

2.02 No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

2.03 The term "Captain" or "Employee" as used herein shall be defined to include the plural as well as the singular and to include females as well as males.

2.04 The position of Captain has been severed from the collective bargaining unit by mutual agreement by the parties and, therefore, are covered by this separate Agreement.

**3.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATION**

3.01 The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (PBA Local 202 Superiors) with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

**4.00 DUES - CHECK OFF**

4.01 Upon presentation to the Employer of a dues check off and signed by individual Employees, the Employer will deduct from such Employees' periodic salaries the amount set forth on said dues check off authorization card.

4.02 Thereafter, the Employer will, as soon as practicable, forward a check in the amount of all dues withheld for this purpose to the Superiors PBA representative entitled to receive same.

4.03 The said Superiors PBA representative shall be appointed by resolution of the Superiors PBA and certified to the Employer by the Superiors PBA.

**5.00 EXISTING LAW**

5.01 The provisions of this agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Law.

**6.00 ASSOCIATION REPRESENTATIVES**

6.01 The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.

6.02 The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

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**6.03** The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

- (A) The investigation and presentation of grievance(s) in accordance with the provisions of the collective bargaining agreement.
- (B) The transmission of such message(s) and information which shall originate with, and are authorized by, the Association or its Captains.

**6.04** Up to two (2) designated Association representatives shall be granted time with pay during working hours to attend all meetings and conferences on collective negotiations with Employer officials, when such meetings, conferences or negotiation sessions occur during the individual's normal working hours.

**6.05 (A)** In the event that a State or County PBA meeting is to be held on a day on which a Superiors PBA Representative is scheduled to work the day shift or the evening shift, he shall be deemed to be working the 7:00 A.M. to 3:00 P.M. tour, and shall be excused therefrom. In the event that a Superiors PBA Representative is scheduled to work the midnight shift on the day on which such a meeting falls, he/she shall be given the option of working either the midnight tour immediately preceding or the midnight tour immediately following the said meeting. In the event any PBA Committee meeting falls on a day on which a Superiors PBA Representative is scheduled to work, he will be excused for an amount of time reasonable necessary to attend the said meeting. All such excused time in this section shall be granted with full pay and benefits. In the event that any of the above fall on the representative's day off, he/she will not be compensated in any way for attending.

**(B)** The Superiors PBA President shall be permitted to attend Local No. 202 PBA meetings and shall be entitled to attend the Bergen County Conference meetings which are each held once per month. In such cases, the Superiors PBA President shall be permitted necessary time off to attend the meeting only.

**(C)** The Superiors PBA Secretary shall be permitted necessary time off to attend the Local No. 202 meetings.

**(D)** In all cases covered by this Section, time off taken by the Superiors PBA President, Delegate or Secretary, shall be without loss of regular compensation.

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**7.00 MAINTENANCE OF WORK OPERATIONS**

7.01 The parties agree that there shall be no lockouts, strikes, work stoppages, job actions or slowdowns during the life of this Agreement. No Captain or representative of the Association shall authorize, instigate or condone such activity.

7.02 It is understood that violation of the provisions of this Article may subject any Employee participating in or condoning such activity to disciplinary action by the Employer. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of this Agreement and statutory and case law.

**8.00 GRIEVANCE PROCEDURE**

8.01 To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Township and any Employee with respect to the interpretation, application or violation of any of the provisions of this Agreement, and further, this grievance procedure is meant to provide means by which Employees may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

8.02 The procedure for settlement of grievances shall be as follows:

**(A) STEP ONE**

In the event that any Employee covered by this Agreement has a grievance, within four (4) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him.

**(B) STEP TWO**

If no satisfactory resolution of the grievance is reached at Step One, then within two (2) working days the grievance shall be presented in writing to the Police Director. Police Director shall render a decision within five (5) working days after the grievance was first presented to him. In the absence of the Police Director, the grievance shall be presented to the Inspector in charge of the Department for determination.

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(C) If the Association wishes to appeal the decision of the Police Director (or the Inspector in charge if the Police Director is absent), it shall be presented in writing to the Director of Public Safety of the Township within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Director of Public Safety shall give the Association the opportunity to be heard and will give his or her decision in writing with ten (10) working days of receipt of the written grievance.


(D) **ARBITRATION**

1. If the grievance is not settled through the prior steps, the grievant(s) may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) days after the determination by the Director of Public Safety. An Arbitrator shall be selected pursuant to the Rules of PERC.
2. 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. The decision of the Arbitrator shall be final and binding.
3. The costs for the services of the Arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. A failure to respond at any stage of the grievance procedure shall be deemed denial of the grievance at that level. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

**9.00 PRESERVATION OF RIGHTS**

**9.01** The Employer hereby retains and reserves unto itself all powers, rights, authority, duties



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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:

- (A) To the executive management and administrative control of the Employer Government and its properties and facilities and the activities of its Employees;
- (B) To hire all Employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;
- (C) To suspend, promote, demote, transfer, assign, reassign, discharge or take any other disciplinary action for good and just cause according to law. Any Employee covered under this contract who is assigned to a higher rank will be paid the rate of that rank after a two (2) calendar month period.

9.02 Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under N.J.S.A. 11A:1-2 et seq., N.J.S.A. 40A:1-1 et seq., or any other national, state, county or other applicable law.

9.03 The Employer agrees that all terms and conditions of employment not specifically set forth in this Agreement shall be maintained at not less than the highest standard in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

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

9.05 The parties agree that, during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise.

9.06 Failure to meet pursuant to Section 9.05 shall not be cause for a grievance.

9.07 If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement; upon the execution of the same, duly signed by the Association President and the appropriate Employer representative.

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## **10.00 RIGHTS OF EMPLOYEES**

**10.01** In all cases, where an Employee may be threatened or accused with the commission of a crime resulting from his/her performance or non-performance in the line of duty, he/she shall be so advised and have the right to consult with counsel.

**10.02** The rights provided for herein are intended to prevent the Captain to be interrogated from being subject to disciplinary action by reason of his failure to answer, questions of a Superior Officer until his right to consultation herein provided for has been afforded provided consultation is requested. This provision is not intended nor shall it be invoked to frustrate the every day operation of the Police Department or to provide a defense to a Departmental charge other than a failure to respond to questioning.

- (A) 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, in which event, reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated.
- (B) The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- (C) The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. 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 should be so informed at the initial contact.
- (D) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
- (E) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- (F) The complete interrogation of the member of the force shall be recorded mechanically or by a Department stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.
- (G) If a member of the force is under arrest or is likely to be, that is, if he is a suspect or

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the target of a criminal investigation, he/she shall be given his/her right pursuant to the current decision of the United States Supreme Court.

**11.00 DATA FOR FUTURE BARGAINING**

**11.01** The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.

**11.02** The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.

**12.00 SALARIES AND PATROL ALLOWANCE**

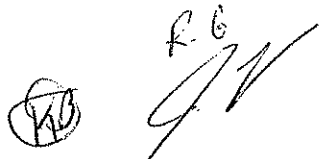
**12.01** The base annual salaries and patrol allowance of all Employees covered by this Agreement shall be set forth in Appendix A-1.

**12.02** Effective March 1, 2006 or as soon thereafter as is practicable, the Township shall have the right to implement a bi-weekly payroll which shall include all compensation now paid on a weekly basis in addition shall include overtime which shall be paid on a bi-weekly basis thereafter.

**13.00 LONGEVITY**

**13.01** In addition to the salaries and other compensation set forth in this Agreement, there shall be paid to each regular, full time member of the Police Department an additional sum as longevity based upon the Employee's annual salary as follows: One percent (1%) of the base wage shall be paid after four (4) years of completed service and an additional one-fourth of one percent (.25%) shall be paid for each additional year thereafter to a maximum of six percent (6%) at the end of twenty-four (24) years.

**13.02** The said payment for longevity shall be paid on a weekly basis to Employees entitled to same.

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**14.00 WORKDAY, WORK WEEK AND OVERTIME**

**EIGHT HOUR WORK SCHEDULE**

14.01 The normal work day shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of paid meal time per day, and in addition thereto two (2) coffee breaks of fifteen (15) minutes each. The normal work day tour shall be based upon the utilization of three (3) squad system which shall function for eight (8) rotating hours for each squad during a twenty-four (24) hour day. Overtime is defined as work in excess of the normal eight (8) hour work day or work on a regular day off (R.D.O.). A regular day off (R.D.O.) is defined as a scheduled day off from work as set forth in the annual work tour schedule posted by the Police Department.

**TWELVE HOUR WORK SCHEDULE**

14.02 The twelve (12) hour work schedule negotiated between the parties is set forth in Appendix G of this contract. Effective July 1, 2009, the provisions of Appendix G shall become permanent. Time off is agreed to be taken in a minimum of four (4) hour blocks for persons working the twelve (12) hour work schedule.

14.03 Overtime will commence at six (6) minutes after the hour since the workday starts at ten (10) minutes to the hour. Overtime shall be computed on one-fourth (1/4) hour basis at the rate set forth in this Agreement.

14.04 Overtime shall be paid by the following rules: It shall be paid either as paid overtime compensation (time and one-half) or compensatory time.

14.05 Compensatory time shall be computed at the rate of time and one-half.

14.06 The Employee shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the work of such overtime and shall notify his commanding officer in writing of his decision.

14.07 The Employee shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and shall notify his commanding officer in writing of his decision.

14.08 An Employee may accumulate no more than forty-eight (48) hours of overtime to be banked as compensatory time which is equivalent to thirty-two (32) hours at straight time.

14.09 For all hours in excess of thirty-two (32) hours of overtime pay the Employee shall

receive only paid overtime compensation.

14.10 If the Employee chooses paid overtime compensation, that choice, once made, may not be altered.

14.11 If the Employee chooses compensatory time, that choice may be altered at the sole option of the Employee under the following conditions:

(a) The request for the conversion is made in the fiscal year during which the compensatory time was earned.

(b) The request for conversion must be received by the Commanding Officer no later than the day following the normal day to insure inclusion within the next two (2) pay periods.

14.12 Any compensatory time not utilized by the Employee during the fiscal year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.

14.13 Upon written agreement of both parties, Sections 14.08, 14.09 and 14.10 may be deviated from.

14.14 (A) Effective January 1, 2009, the Department shall be entitled to one (1) eight (8) hour range day, of which the time they spend on the range, they will be entitled to compensation, in time only, at the rate of one and one-half (1 ½ x) times the hours spent. Time must be used in accordance as per the collective bargaining agreement.

(B) Effective July, 1, 2009, the Department shall have the right to schedule two (2) eight (8) hour range days per year for purposes of weapons training. Each eight (8) hour Range Day shall be payable at the overtime rate; however, compensation shall be compensatory time off (one and one-half (1 1/2x) hours for each one (1) hour of Range Day time).

## 15.00 HOURLY RATE

15.01 To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary shall be divided by one thousand nine hundred fifty (1,950) hours.

## 16.00 JOB DESCRIPTIONS

16.01 Job descriptions for the ranks covered by this Agreement shall be the same as outlined in the current Civil Service Manual.

**17.00 COURT TIME**

17.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceedings, or other Courts or Administrative Bodies.

17.02 All such required court time shall be considered as overtime and shall be compensated at time and one-half for a mandatory time period of three (3) hours.

17.03 When an Employee covered under this Agreement shall be required to travel to and from any of the Court or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Employer's Police Headquarters, and the pertinent Court or Administrative Body.

17.04 Travel shall not be available for Lyndhurst Municipal Court appearances and shall be limited for one-half hour for appearances at the Bergen County Court House.

17.05 The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the Court or Administrative Body, together with any applicable travel time, provided, however, that the Employee's entitlement to overtime under this Article shall not be less than two (2) hours overtime pay.

**18.00 TRAINING PAY**

18.01 The Employer agrees to compensate all Employees covered by this Agreement at time and one-half rate for attending required training courses on their own time.

**18.02 IN-SERVICE TRAINING (DEPARTMENTAL)**

All training, schooling, special assignments, etc. shall be paid at the time and one-half (1½) rate. Employees shall individually be given the option of reimbursement in time or money (both at the overtime rate).

**19.00 TOWNSHIP OR POLICE BUSINESS**

19.01 Employees covered by this Agreement who are required to travel on Township business shall be afforded a Township vehicle. If no vehicle is provided, then the Employer shall pay the Employee Twenty-Six (\$.26) Cents per mile as a reimbursement. When an Employee is required to be out of the Township on Township or Police business during a normal meal time, then said

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Employee shall be paid Four Dollars and Fifty Cents (\$4.50) for each such meal. When an Employee is required to be out of the Township on Township or Police business during a normal meal time, then said Employee shall be paid Five Dollars and Fifty Cents (\$5.50) for each such meal

**20.00 STANDBY TIME**

**20.01** Standby time shall be considered as time worked if the Employer requires the Employee to remain in a fixed location. Standby time shall be compensated at the rate of Three Dollars (\$3.00) per hour.

**21.00 RECALL**

**21.01** Any Employee who is called back to work after having completed is regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee to two (2) hours work or pay in lieu thereof.

**22.00 PRIORITY FOR OVERTIME**

**22.01** Overtime for regularly scheduled shifts and details will be offered to regular full-time Employees of the Department first in an order of preference based upon a straight seniority roster.

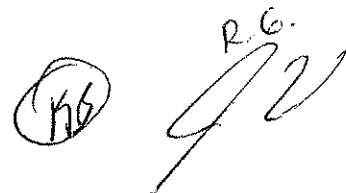
**22.02** There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interest of the Employer to bypass an Employee or Employees on the seniority list.

**22.03** While this Agreement contemplates the possibilities noted in Section 22.02, it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purpose of the overtime roster.

**22.04** The purpose of this Section is to determine overtime among Employees on the basis of straight seniority and same shall not be defeated as set forth herein.

**22.05** Such overtime will be offered to persons other than full time Employees only is it has first been refused by each member of the seniority roster aforementioned.

**22.06** With regard to what is commonly known as "school or special details", it is agreed that the Employer will attempt to obtain at least full time Employees of the Police Department to work said details and will make an offer of such detail to the regular full time Employees on the





basis of the straight seniority roster. The Employees covered by this Agreement shall have the right to negotiate directly with the Board of Education except where such work is assigned by the Police Department.

**22.07** It will be the obligation of the Employees to set up their own roster for school or special details.

**22.08** The Employer agrees that no Police reserve or other non-Police personnel shall be employed to infringe upon the right of the Employees to their regular forty (40) hour week and eight (8) hour day during the term of this Agreement.

**22.09 (A)** In the event a Superior calls in sick or a Superior is needed to replace another, it shall go as follows: A Lieutenant for a Lieutenant, a Sergeant for a Sergeant, etc.. A Sergeant can replace a Lieutenant or a Lieutenant can replace a Sergeant if the needed rank is not available. This shall be done on a straight seniority basis on rank.

**(B)** The Employer shall prepare and maintain a roster by seniority in each rank for each day containing the names of only those Employees eligible for overtime on that day. As overtime becomes available it shall be offered to the Employee on the list immediately following the last Employee to perform overtime. If there is no answer to the overtime call, the second named Employee on the roster shall be contacted and offered the overtime opportunity and so on, and the bypassed Employee shall be asked first for the next overtime opportunity.

### **23.00 SHIFT CHANGES**

**23.01** If an Employee's shift is adjusted within his regularly scheduled work week he will be paid time and a half for only the first twelve (12) hours of the first day of change.

**23.02** Employees will be allowed to switch day for day, hour for hour, or shift for shift, providing written notice is signed by both parties, and submitted to their squad leader twenty-four (24) hours in advance.

**23.03** If Employee cannot switch with someone, he must use eight (8) hours of his time coming or whatever time coming or whatever time coming or whatever time is left in his overtime bank.

**23.04** The practice of issuing fourteen (14) days notice for shift change without implementation of eight (8) hours overtime shall be reduced to six (6) days.

### **24.00 UNIFORMS**

**24.01** The Employer will pay annually each Employee, the sum of Seven Hundred Fifty Dollars (\$750.00) as a clothing allowance. This shall be paid to plainclothes as well as uniformed Police

Officers. Payment shall be made in two (2) equal installments, the first installment being payable on the first pay period in June and the second installment being payable first pay period in December of each year.

**24.02** If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items. Employer's obligation shall be limited to the replacement of one of each item of equipment so changed.

**24.03** Utilization of Section 23.02 shall not diminish the clothing allowance set forth in this Agreement.

**24.04** An Employee's uniform or personal equipment which are required by him in his capacity as a Captain, which may be damaged during the course of his employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee. Uniform replacements shall be made based on twenty percent (20%) annual depreciation of current replacement value.

**24.05** Any such payments made under 23.04 shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement.

**24.06** Notwithstanding any provisions contained in this section Employees shall be entitled to an additional clothing-maintenance payment of Four Hundred Fifty-Seven Dollars (\$457.00) payable as of July 15 of each year.

**25.00 EDUCATION INCENTIVE**

**25.01** In addition to all other wages and benefits provided in this Agreement, each Employee shall be entitled to an additional maximum payment up to One Thousand Two Hundred Dollars (\$1,200.00) per degree in Police Science or related field of study degree, if the Employee is qualified for same, pursuant to the qualifications and limitations as set forth in Appendix B.

**26.00 VACATIONS**

**26.01** The vacation allowance shall be as set forth in this Agreement in Appendix C.

**26.02** When in any calendar year, the vacation or any part thereof, is not granted by reason of pressure of Police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.

**26.03** If an Employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period charged against sick leave at his option upon proof of hospitalization and physician's certificate.

**26.04** No Employee who is on vacation shall be recalled except in case of the full mobilization

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of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

**26.05** Vacations shall be selected on a straight Patrolman seniority basis by squad which shall be established by the Department. Vacation time may be used at any time during the year except the last two (2) weeks in December and the first five (5) days of January. Vacation approved by the Department shall not be rescinded unless there is full Departmental mobilization. Superiors may take personal days during this period as long as shift manpower limits are maintained

**26.06** The following vacation rules shall apply:

- A. One (1) Patrolman at a time per squad shall be allowed off for vacation, or no more than two (2) Patrolmen per tour. (Example: if squad "A" and "B" work together and no Patrolman from Squad "B" wants off the first week in July, then two (2), Patrolmen from squad "A" would be allowed off that week).
- B. One Patrolman shall be allowed to select up to three (3) weeks consecutive vacation providing no other Patrolman from the same squad wants off during that third week.
- C. Superiors shall continue same vacation scheduling as in the past. One Superior per tour shall be allowed off at a time in rank. Conflicts shall be resolved by time in rank. One (1) Superior shall be allowed to select up three (3) weeks consecutive vacation providing no other Superior from the same squad wants off during that third week.
- D. Two (2) consecutive days do not have to be taken for consideration as vacation time. One (1) vacation day shall be allowed.

**27.00 HOLIDAYS**

**27.01** All Employees covered by this Agreement shall be entitled to and will receive thirteen (13) paid holidays per year.

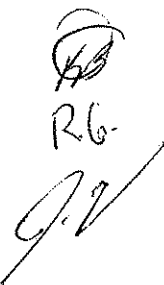
**27.02** The holidays noted herein shall be as set forth in Appendix D.

**27.03** In addition to the annual salaries and other benefits set forth in this Agreement, each Employee shall be paid an additional day's pay for each Holiday enumerated in this Agreement.

**27.04** If a Captain actually works on any of the thirteen (13) paid holidays than an additional day will be added to the Captain's time bank as compensation for each such day worked.

**27.05** No Captain shall be required to work both Christmas Day and the New Year's Day except in the event of an emergency.

**27.06** In addition to the regular paid Holidays heretofore set forth, the Employees covered under this Agreement shall be entitled to such further paid Holidays as may be declared from

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time to time by the Governing Body for any other Employees.

**27.07** Four (4) personal days shall be allowed each Employee to be picked by seniority, with three (3) of said days being chosen with five (5) days notification to the personnel office. One (1) of said personal days shall be chosen with twenty-four (24) hour notice to the personnel office. The policy of prohibiting the use of personal days between July 1st and September 15th, commonly referred to as prime time, is hereby eliminated and personal days requested with two (2) weeks' notice during the period previously designated as "prime time" may be allowed at the discretion of the Police Chief so long as there is a full shift scheduled to work on the day requested for use as a personal day. A twenty-four (24) hour personal day is the only day that may be taken on Christmas Eve, or New Year's Eve, if it does not create a manpower shortage, at which time the request will be denied.

**27.08** Each Employee covered by this PBA Agreement shall receive annually one (1) seventy-two (72) hour personal day and in addition one (1) twelve (12) hour emergency per annum.

**27.09** Notwithstanding the above provision of this section each Employee, effective July 1, 1993, shall be entitled to two (2) flex days per year, which are non-cumulative.

**27.10** All Employees shall receive, as of July 1 each year, sixteen (16) time bank hours (time only) to be utilized by June 30 of each year. This time shall be kept separate from all other accumulated time benefits, and shall have no bearing on other time accumulated. There shall be no cash payment for any unused time bank hours under this paragraph.

## **28.00 SICK LEAVE**

**28.01** All Employees covered by this Agreement shall be granted sick leave with pay as set forth in Appendix E.

**28.02** Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to a contagious disease and may include absence due to quarantine.

**28.03** To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify the Police Chief or Tour Commander in charge at least four (4) hours before the commencement of the scheduled tour of duty which begin in the afternoon or midnight. Two (2) hours notification shall be required for day tours (presently the 7:00 A.M. to 3:00 P.M. tour). Said notice shall state the nature of the cause of the absence from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

**28.04** An Employee absent on sick leave for more than five (5) consecutive work days shall submit acceptable medical evidence substantiating the illness if reasonably requested by the

Employer.

**29.00 WORK INCURRED INJURY**

**29.01** Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay during the continuance of such Employee's inability to work, for a period of six (6) months. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

**29.02** The Employee shall be required to present evidence by a certification from a physician that he is unable to work and the Employer may reasonably require the said Employee to present such certificates from time to time.

**29.03** 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 Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or, by the final decision of the last reviewing Court shall be binding upon the parties.

**29.04** For the purposes of this Article, injury or disability incurred while the Employee is acting in an Employer authorized activity shall be considered in the line of duty.

**29.05** In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

**29.06** 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.

**30.00 BEREAVEMENT LEAVE**

**30.01** In the event of a death of the spouse, child or parent (including parent of Employee's spouse) the Employee shall be entitled to seven (7) consecutive days leave which shall commence with the day of death. In the event of the death of brothers or sisters of the Employee or spouse, the Employee shall be entitled to five (5) consecutive days leave which shall commence with the day of death. In the event of a death of a grandparent of the Employee or

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*J. J.*

spouse, the Employee shall be entitled to two (2) days leave to attend the funeral or wake services. In the event of a death of any other family member of the Employee or spouse not provided for above, the Employee shall be entitled to one (1) day leave to attend the funeral or wake services

**30.02** Such funeral leave shall not be charged against the Employee's vacation or sick leave.

**30.03** Any extension of absence under this Article, however, may at the Employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

**30.04** In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Police Director.

### **31.00 LEAVE OF ABSENCE**

**31.01** All permanent full-time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed one hundred eighty (180) days.

**31.02** The Employee shall submit in writing all facts bearing on the request to the Police Director or his designated representatives who shall append his recommendations and forward the request to the Director of Public Safety. The governing body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an Employee's request for a leave of absence.

**31.03** This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

### **32.00 RETURN FROM AUTHORIZED LEAVES OF ABSENCE WITHOUT PAY**

**32.01** Employees returning from authorized leaves of absence without pay as set forth in this Agreement shall be restored to their original classification at the appropriate rate of pay with no loss of seniority or other Employee rights, privileges or benefits, provided, however, that sick leave and longevity credits shall not accrue with the exception of those on military leave.

**32.02** Seniority shall be retained and shall accumulate during all leaves.

### **33.00 MEDICAL AND DENTAL COVERAGE**

**33.01** The Employer will provide and pay for the Blue Cross, Blue Shield, Rider J and Major Medical insurance for Employees covered by this Agreement and their families, or the same type



and in the same amounts as presently exist.

**33.02** Each Employee covered, to the limit of One Thousand Five Hundred Dollars (\$1,500.00) per annum, effective July 1, 2001, by this Agreement shall be provided a full family dental plan, the cost of which shall be fully paid for by the Township. Vision plan is covered under the Oxford plan, as long as doctors are used and glasses are brought off the rack there is one set price.

**33.03** The Township shall provide at its sole cost and expense a prescription drug program for Employees and the families of the Employees covered under this collective bargaining agreement with the condition that the plan equal that provided at present by the Great Western Insurance Company.

The prescription plan co-pay shall be \$3.00 (generic) and \$5.00 (name brand). Other added changes for health plan cost containment shall be implemented provided all Employees of the Township shall be enrolled and that this plan shall be equal to or greater than the medical plan already in existence. Otherwise the current plan shall remain in effect.

**33.04** All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

**33.05** All retired PBA members shall be entitled to full medical coverage equal to active member coverage (excluding dental and prescription) at no cost to retiree up to age sixty-five (65), effective 01/01/93.

**33.06** Upon retirement after twenty-five (25) or more years of service with the Township, the retiring Officer's spouse shall be entitled to full medical coverage equal to active member coverage (excluding dental and prescription) at no cost to the retirees, until the Captain attains age sixty-five (65), effective 02/01/98.

#### **34.00 INSURANCE**

**34.01** The Employer will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of any occupancy and the invasion of civil rights.

#### **35.00 BULLETIN BOARD**

**35.01** The Employer will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

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

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

**35.04** Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

### **36.00 CEREMONIAL ACTIVITIES**

**36.01** In the event a Captain in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least one (1) uniformed Captain of the Department to participate in funeral services for the said deceased Captain.

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

**36.03** Captains participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Police Director or the Director of Public Safety.

### **37.00 PERSONNEL FILES**

**37.01** 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 Police Director.

**37.02** Any member of the Police Department may by appointment review his personnel file, but this appointment for review must be made through the Police Director or his designated representatives.

**37.03** Whenever a written complaint concerning a Captain or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

**37.04** All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from. Captain's personal file shall be kept in a proper location under the control of the Police Director. No person except the appropriate Police Department official and the Employee shall have access to the file except that the Mayor or Police Commissioner may review such files when necessary.

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A Deputy Chief must initial every item that goes into his personnel file. All entries into a Deputy Chief's personnel file must be consecutively numbered, and there shall be only one personnel file maintained per Employee.

**38.00 MILITARY LEAVE**

**38.01** Military leave for Employees training or serving the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

**39.00 PENSION**

**39.01** The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statute and laws of the State of New Jersey.

**39.02** The Employer will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.

**39.03** It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then and in that event a resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

**40.00 LABOR-MANAGEMENT COMMITTEE**

**40.01** A Labor-Management Committee shall be established consisting of representatives of the Employer and the Association.

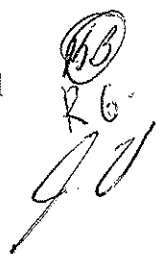
**40.02** The function of this Committee shall be to facilitate communication between the parties to promote a climate conducive to constructive Employee relations, to recommend resolution of Employee relations' problems which may arise in the administration of this Agreement and to discuss other matters of mutual interest.

**40.03** The Committee will meet at mutually acceptable times and places, with either party having the right to request a meeting.

**40.04** Requests for meetings should be made at least one (1) week in advance, with the requesting party submitting an agenda of the topics for discussion.

**40.05** The size of the Committee may vary according to the topics to be discussed and shall be limited to the least number of representatives from each party needed to accomplish the business at hand.

**40.06** Nothing contained in this section is intended to restrict in any way the normal informal discussion and resolution of problems by the Employer and Association representatives.

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40.07 If agreement is reached between the parties as to any such additional issues, then and in that event any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the appropriate Employer representative.

**41.00 SAFETY AND HEALTH**

41.01 The Employer shall at all times maintain working conditions to ensure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end.

**42.00 DRUG TESTING**

42.01 Each Captain will be tested up to the maximum number of times under random testings as below:

1 <sup>st</sup> year of contract	2
2 <sup>nd</sup> year of contract	3

42.02 If a Captain tests positive, he will be suspended without pay. In the event a Captain subsequently tests negative under the split sample, then said Captain shall be reinstated with back pay.

42.03 Drug testing shall be initiated pursuant to the procedures as set forth in Appendix F.

**43.00 NO WAIVER**

43.01 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

43.02 This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

**44.00 SAVINGS CLAUSE**

44.01 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be invalid, the remainder of this Agreement or

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the application of such provisions to other persons or circumstances shall not be affected thereby.  
44.02 If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable laws.

#### 45.00 ORGANIZATIONAL MEETINGS

45.01 All Captains covered by this Agreement shall attend eight (8) meetings per year which shall be termed "Staff Meetings" and shall not exceed two (2) hours in duration and said attendance shall be without compensation

45.02 An annual inspection shall be mandatory for all members of the Department to be designated by the Police Director. This inspection shall be without compensation.

45.03 The Employer agrees to grant the necessary time off without loss of pay to no less than three (3) members of the Superiors PBA selected by the members of the Superiors PBA as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association, as provided under N.J.S.A. 11A:6-10.

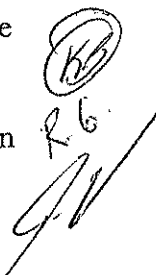
#### 46.00 SENIORITY

46.01 Seniority for all overtime, vacations, and any other time off shall be determined on a rank-for-rank basis as follows: Captains shall be utilized to replace Captains, Lieutenants shall be utilized to replace Lieutenants and Sergeants shall be utilized to replace Sergeants. If the equivalent rank replacement is not available then the Employer may substitute a subordinate rank replacement. Within rank seniority shall be determined by the date of initial hire with the Lyndhurst Police Department. Police Officer seniority shall be determined by date of initial hire with the Lyndhurst Police Department. As long as the shift has either one Sergeant or one Lieutenant working a Patrolman will come in to fill in the slot. As it relates to supervisors regarding vacations, time off and any other time off seniority shall go strictly by the date of hire with the Lyndhurst Police Department.

#### 47.00 OFF DUTY POLICE ACTION

47.01 Since all Captains 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 time off, which would have been taken by any Captain on active duty if present or available, shall be construed as Police Action, and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

47.02 Recognizing that the Employer and its residents benefit from the additional protection

  
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afforded them by off-duty Captain, and further recognizing the weighty responsibility and hazards confronting each off-duty Captain, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payment the Employees receive in the following amount: One Dollar (\$1.00) per year, which shall be considered as part of the base annual wage.

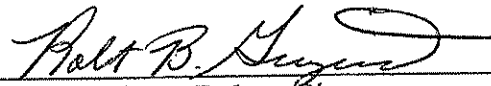
**48.00 TERM OF CONTRACT**

**48.01** This Contract shall be in full force and effect as of the date hereof, and shall be in effect from July 1, 2009 to June 30, 2011.

ATTEST:


TOWNSHIP OF LYNDHURST


  
\_\_\_\_\_  
Township Clerk

  
\_\_\_\_\_  
Commissioner Robert Giangeruso  
Director of Public Safety

ATTEST:

LYNDHURST POLICEMEN'S BENEVOLENT  
ASSOCIATION SUPERIORS PBA LOCAL 202

  
\_\_\_\_\_  
DEPUTY TOWNSHIP CLERK

  
\_\_\_\_\_  
Superior

**APPENDIX A -1**

**SALARY GUIDE**

	<b>Effective 07/01/09</b>	<b>Effective 07/01/10</b>
<b>CAPTAIN</b>	<b>\$131,755</b>	<b>\$136,893</b>

**PATROL ALLOWANCE**

A Four Hundred and Twenty-Five Dollar (\$425.00) patrol allowance shall be paid to each person, regardless of rank or step, who is in the Patrol Division. The patrol allowance shall be paid along with the Employee's regular paycheck (folded-in).

**SUPERIOR DETECTIVE ALLOWANCE**

In addition to the salaries set forth herein, there shall be paid to all Superior Officers who are full-time Employees of the Detective Bureau, the annual sum of Three Hundred Seventy-Five Dollars (\$375.00) over and above their regular salaries. This sum shall be paid at the regular pay periods.

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KB  
GV.

APPENDIX B  
EDUCATIONAL BENEFITS

Section 1.

In addition to the salary authorized herein, all members of the Department shall be entitled to receive maximum reimbursement of One Thousand Two Hundred Dollars (\$1,200.00) per Police Science degree or a degree in a related field of study, provided, however, that a grade of C or better is required for attainment of a degree. No member of the Department shall be entitled to receive additional payment and reimbursement for a Police Science Degree or a degree in a related field of study until the member has completed three (3) years of service as a member of the Department.

Section 2.

Each member of the Department requesting credit shall submit a certification from the institution that he attended, indicating successful completion of the specific courses, and the grade obtained, and verification that a degree in Police Science or related field of study was earned. Members of the Department shall be entitled to receive payment for degrees attained in prior years provided they meet the requirements of this Article.

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G.W.

APPENDIX C

VACATIONS

Section 1.

Earned vacations - Members of the Department shall be entitled to vacation based upon length of serve as hereinafter provided. Vacation benefits shall be determined at the Employee's anniversary date of employment.

6 months to 1 year of service	5 working days vacation
1 year to 5 years of service	10 working days vacation
5 years to 15 years of service	15 working days vacation
15 years to 20 years of service	20 working days vacation
20 years to 25 years of service	25 working days vacation
25 years plus	30 working days vacation

Section 2.

A Police Officer of any rank who achieves an anniversary date from his date of employment during a fiscal year which places him in a higher vacation category shall be entitled to the vacation benefits of the higher category in that same calendar year. (Example: when the Employee's anniversary date giving him a higher vacation occurs during the month of November, that he could take the longer vacation benefit at any time during the calendar year.)

  
R.G.  
[Signature]

APPENDIX D

HOLIDAYS

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Day
4. Good Friday
5. Easter
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day

  
R. G.  
G. V.



APPENDIX E

SICK LEAVE

**Section 1.**

- (a) Each Officer shall be entitled to twelve (12) days sick leave for every year of service, which shall be cumulative. All unused accumulated sick leave shall be credited to the Officer at retirement or to his beneficiary at death, and shall be paid at the salary rate in existence at the time of such retirement or death.
- (b) Upon the death of an Employee, the Employee's beneficiary shall receive cash payments for all vacation days, personal days and compensation time earned by the Employee.

**Section 2.**

It is understood that an Employee shall be entitled to one (1) day of sick leave for every month of service. An Employee shall accumulate sick leave on the basis of twelve (12) days a year for every year of service. Sick leave shall be cumulative during an Employee's period of service. An Employee absent on sick leave for a period of thirty (30) days, may, at the discretion of the Board of Commissioners, be requested to submit to an examination by a physician designated by the Board of Commissioners, at the expense of the Township. An Employee shall be entitled to credit for sick leave time for prior service, if the Employee's service to the Township had been interrupted. At the time of retirement, an Employee (Police Officer) hired prior to July 1, 1997, can receive a cash settlement for his accumulated sick leave up to one hundred twenty (120) days. Sick days to be paid in cash, plus thirty-eight (38) vacation days, including but not limited to flex, personal, etc.. At the time of retirement, an Employee (Police Officer) hired on or after July 1, 1997, can receive a cash settlement for his accumulated sick leave up to seventy (70) days, as per past practice, plus thirty-eight (38) days as per above. The Employee (Police Officer) shall have the option of choosing the cash settlement with the maximum days applicable as per Employee's hiring date and the remaining days as paid terminal leave or choosing to take all of his accumulated sick time as paid terminal leave based on his yearly salary at the time of retirement.

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**APPENDIX F**  
**DRUG TESTING PROCEDURE**

**Section 1. - Statement of Purpose.** This procedure is intended to establish a uniform procedure to govern the administration of a screening process to test and control unauthorized use of illicit drugs among all Police personnel ("Officers"). The Township of Lyndhurst ("Township") is seeking to test for drugs which have a high potential for abuse, have no medical use in treatment, and for which there is no safe protocol for medical use.

**Section 2. - Introduction.** This procedure is written and promulgated to be used in conjunction with existing procedure, rules and regulations governing the general conduct, duties and responsibilities of Officers. The policy takes cognizance of the rights inherent in each individual under the Constitution of the State of New Jersey.

This procedure is established to help combat the national epidemic in illicit use of drugs and to combat the illegal trafficking in drugs. It is adopted to rationally foster the efficient operation of the Township and to establish a reasonable and uniform system by which the Township can monitor its Officers for unauthorized drug use.

This procedure is necessary to preserve and protect the integrity of the Township and its Officers; to guard against the harmful consequences to the public good occasioned by the unauthorized, unlawful use, or the illegal trafficking in illicit drugs by personnel, and to preserve and maintain a high degree of public confidence in all those charged with upholding public order and public safety.

**Section 3 - Methods of Implementation.** The Township hereby establishes two (2) base methods of implementing this procedure to identify personnel who are users of certain controlled substances:

- A. The Township reserves the right to test Officers for drug use when:
- (1) There exists a reasonable, individualized belief that a particular Officer is under the influence of a or impaired by illegal drugs;
  - (2) An Officer, while driving, is involved in a vehicular accident.
- B. A universal random urinalysis procedure.

**Section 4. - Notice Period.** Sixty (60) days prior to the implementation of the drug testing program, Officers will be notified that testing for use of illegal drugs will be conducted.

**Section 5. - Notification of Drug Screening Requirement; Applicants.** Notification that drug screening through urinalysis is mandatory for employment applicants will be included in all advertisements and announcements for employment positions. This notification will also indicate that a negative result is a condition of employment both before and during the working test period.

All applicants for employment will be required to sign a Release consenting to the urine sampling and testing during the employment screening process. This Release will include notification that a positive confirmation of the presence for illegal drugs in the applicant's urine will result in rejection for employment. An applicant who refuses to sign said Release will be rejected for employment.

**Section 6. - Officer Rights.** In circumstances where the facts are sufficient to constitute a reasonable suspicion that an Officer is a user of certain controlled substances, the Township shall have the right to require that an Officer submit without delay to a urinalysis test.

Reasonable suspicion shall be based on information of objective facts obtained by the Borough and the rational inferences which may be drawn from those facts. The credibility of the sources of information whether by tip or informant, the reliability of the facts or information, the degree of corroboration, the results of Township inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

**Section 7. - Drug Testing Advisory Committee.** There shall be a Drug Testing Advisory Committee which shall meet from time-to-time to advise the Township on procedural matters pertinent to the drug-testing program established by this procedure.

The members of the Committee shall include a representative of each of the respective Township collective bargaining units and a representative for all Employees not covered under a collective bargaining unit, three (3) or more medical specialists qualified in the various sciences pertinent to the conduct of drug-testing such as pharmacology, toxicology and pathology.

Each bargaining unit will select a representative and an alternate to serve on the Drug Testing Advisory Committee.

The Committee shall offer recommendations to the Township on the procedures and mechanics of conducting a drug-testing program and on the science of drug testing with a view to maintaining fairness, objectivity, accuracy and confidentiality in the entire drug-testing program. Also, the Committee shall make recommendations on the following:

- (a) Changes and improvements in science and technology which will improve the

- effectiveness of laboratory testing for the detection of drug use among Officers;
- (b) Appropriate external proficiency-testing and internal quality assurance procedures for evaluating the performance of drug-testing laboratories;
  - (c) Procedures for the certification, decertification, and re-certification of laboratories of drug analysis;
  - (d) Make recommendations to improve the effectiveness of the drug testing program.

**Section 8. - Selection Process.** The Officer to be drug tested will be selected by either a randomized basis, reasonable suspicion or due to involvement while driving in a motor vehicle accident. The Officer will be notified of the test requirement just prior to the transport to the testing location. At the time of the test the Officer will be notified of the specific drugs which will be screened by the test.

Prior to submission of a urine sample, the Officer shall complete a medical questionnaire which shall clearly describe all drugs, both prescription and non-prescription, ingested during the past thirty (30) days.

The Officer will be required to deposit a sample of urine into an approved container up to a required minimum quantity for laboratory testing purposes.

The Officer will be required to thoroughly wash hands and fingernails prior to urination and shall be required to deliver the urine specimen under the direction of the medical or laboratory technician. The Officer will be required to sign and certify documentation provided by the Township and/or laboratory that the urine sample is his/hers and the patient data is correct. At all stages of the urine-sampling procedure the Officers will be expected to follow strictly each instruction of the testing supervisor. The sample will be given in private, but under the general supervision of a medical laboratory technician. Following the completion of the urine-sampling procedure, the Officer will then return to his/her work area.

**Section 9. - Sample Collection.** The medical or laboratory technician shall supervise all aspects of obtaining, marking and packaging of individual urine samples including the following:

- (a) To assure the cooperation of the Officer in securing the urine sample from the Officers in the necessary amount into the test container. Also, to oversee the securing and sealing of the individual urine sample containers of each Officer;
- (b) The accurate matching of the identification of the Officers with the sample and the containers including the seals and any packaging of the sample containers; and

- (c) The exact completion and execution of the required legal documentation of chain-of-custody including appropriate identification and certification of medical or technical personnel participating in obtaining the urine sample from the Officers and by bonded courier if so employed;
- (d) If necessary, to arrange for transport of the specimen by designated bonded courier to the testing laboratory if located elsewhere;
- (e) All other steps necessary for the purpose of maintaining absolute control and legal accountability from initial notification of the Officers to the final marking, sealing, packaging and transport arrangements for the urine samples to the testing laboratory together with the accompanying chain-of-custody documents, and the strict maintenance and final delivery of accurate documents relating to the test of the Township.

**Section 10. - Personnel Selection for Random Screening.** The selection procedure will be by lot.

**Section 11. - Test Sites.** Urine samples will be taken to and/or at a medical laboratory or other designated site selected by the Township for this purpose. This facility will be affiliated with the NIDA approved testing facility which will be conducting the urinalysis process.

Said testing facility must provide a clean and sanitary location for the urine-sampling process including washing facilities. It must also provide a competent person qualified in the practice of sterile urine-sampling. The person will be required to obtain from selected individuals urine samples in the required quantity, in proper receptacles for purposes of laboratory urinalysis for controlled substances, and to arrange for marking, sealing packaging, storage and final delivery of such specimens to the testing laboratory.

The sample will be given in private, under the general supervision of a medical or laboratory technician unless there is reasonable suspicion that the Officer has tampered with a sample in the past or will tamper with this sample. Only in such cases will the giving of the sample be directly supervised.

**Section 12. - Testing Process.** The testing process of urine specimens of personnel shall be completed by a qualified medical laboratory selected by the Township ensuring legally supportable and scientifically accurate results. The Officer will have the option to simultaneously request an additional urine specimen be sent to a NIDA approved laboratory of the Officer's or bargaining unit's own choosing and expense.

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With the delivery of each specimen, the Township will designate to the testing laboratory certain specific drugs for which the specimen is to be analyzed. The testing laboratory will report findings only as to those specific substances contained in the Township's request.

The drug-specific screening test will consist of two (2) tests. The initial test of urine sample shall employ a methodology different from the secondary confirmation test. The initial test will be an enzyme multiplied immunoassay technique (E.M.I.T.) test. A secondary confirmation test of any positive findings of specific drugs will be accomplished by the gas chromatography, mass spectrometry test (G.C.M.S.).

The testing laboratory will make provision to properly preserve, store and secure one aliquot of the original urine specimen. Also, the testing laboratory will make available to the Officers or his/her representative all records of primary and secondary confirmation testing done the testing laboratory on the urine specimen provided by the Officer.

**Section 13. - Chain-of-Custody.** The testing laboratory contracted by the Township to test urine specimens under this procedure must continue the uninterrupted chain-of-custody procedure from receipt of specimens and maintain internal chain-of-custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint at each stage in the handling, testing, and storing of specimens and reporting of test results.

Results of the test will be sealed and forwarded only to the Mayor or his designee and the Officer.

**Section 14. - Personnel Action.**

- (a) The Township shall deal with any Officer who is found to use illegal drugs pursuant to applicable law and the Attorney General Guidelines.
- (b) Drug testing shall not be conducted for the purpose of gathering evidence for use in criminal proceedings.

**Section 15. - Employee Assistance Program.**

The EAP will assist an Officer with a full range of life problems, including marital and family problems, substance abuse, and other psychological difficulties. The EAP is designed to provide professional short-term counseling, consultation and referrals for Officers experiencing personal problems.

The goal of the EAP is to provide a successful, effective program for the Officer. The EAP will provide a diagnostic evaluation, treatment planning and appropriate intervention.

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[Signature]

## Services

Services of the EAP include:

- (a) Mandatory/voluntary use of the program;
- (b) Strict adherence to confidentiality;
- (c) a clearly stated written policy designed to clarify Officer rights to service and protection to utilize;
- (d) Services for all Officers and their families;
- (e) Encouragement of both supervisory and self referral.

## Officers/Supervisory Involvement

Officers are encouraged to seek assistance on their own initiative. Early resolution of personal problems is in the best interest of the Officers and the Township. The EAP staff will work closely with supervisors and the Department Head in clarifying their role in identifying behavior symptoms.

## Confidentiality

Regardless of referral source, Officers who utilize this service are guaranteed confidentiality and Officers' rights are rigidly protected.

## The Program

Entrance into the program is through a special telephone number monitored by a mental health professional within the EAP during ordinary working hours and directed to the emergency on-call system at other times. An appointment will be made for the Officer with a mental health professional who will evaluate the problem. A plan will be created, agreed to by the Officers and necessary steps taken to implement the plan.

If needed, detoxification treatment is provided. Referrals to community resources are made when indicated. Resources for this service are thoroughly screened to ensure that the Officers receive maximum benefit and treatment.

**Section 16. - Education.** A key element to a comprehensive drug testing and prevention program is continuing education.

The prevention of drug abuse and prevention education are additional elements necessary to supplement the efforts to achieve a drug free workplace.

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All Officers will be required to participate in regularly scheduled drug abuse education sessions.

The Officer's education element of this plan will include but not be limited to the topics below:

- a. The need for drug testing;
- b. The extent and character of drug use in America today;
- c. Enforcement policies and programs to combat drug abuse;
- d. Being knowledgeable about drugs and signs of drug use;
- e. Signs of drug use;
- f. Resisting the pressure to use drugs;
- g. Drugs and their dangers;
- h. A drug free workplace - how it benefits everyone.

**IT IS UNDERSTOOD THAT:**

a. If any part of this procedure or the application thereof to any person or circumstances shall, for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such Judgment shall not affect, impair or invalidate the remainder of these drug testing procedure which are hereby declared to be severable.

b. All procedures or parts of procedures inconsistent with these procedures are hereby repealed to the extent of such inconsistency;

c. This procedure shall take effect upon execution of the bargaining unit agreement between the parties.

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APPENDIX G  
TWELVE HOUR WORK CHART

1. The parties have agreed to modify the current 5-2/5-3, eight (8) hour work schedule effective July 1, 2006. The new work schedule shall be designated for certain persons as has been agreed upon by the parties. All persons who remain on the prior eight (8) hour work schedule, with five (5) consecutive work days, shall be afforded one hundred and twenty-eight (128) hours into each Officer's Compensatory Time Bank at the beginning of each successive year. All Employees who work on the twelve (12) hour work day schedule shall have two hundred thirty-four (234) hours added to each Employee's Compensatory Time Bank at the beginning of each year.
2. The sequence of shift work on the twelve (12) hour schedule shall be as follows:
  - Two (2) days on followed by two (2) days off
  - Three (3) days on followed by two (2) days off
  - Two (2) days on followed by three (3) days off and so on
3. The shift schedule is intended to follow the model of the East Rutherford PBA shift schedule now in place.
4. Change of shifts shall occur every two (2) weeks for persons on a twelve (12) hour shift scheduled (two (2) week rotation).
5. Squad minimums shall be increased on full squads to five (5) Officers. A four (4) Officer minimum will remain in effect for all short squads until such time as the squad reaches full capacity.
6. The one hundred and twenty-eight (128) hour adjustment for persons working on the five (5) day eight (8) hour sequence shall be in exchange for the termination of the "4/3" sequence currently in place.
7. The parties agree to maintain a Schedule Committee which shall meet not less than every ninety (90) days during the term of this contract. The Schedule Committee shall be made up of representatives of the PBA and SOA as well as the Employer. The purpose of the Schedule Committee shall be to discuss methods of improvement of the work schedule and a delivery of service to the public.
8. During the term of this Agreement either the PBA individually and the Employer both shall have a right to request the work schedule be canceled. In the event that the work schedule is canceled then there shall be a reversion back to the previous work schedule,

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the "5-2/5-3" eight (8) hour day work sequence. The reversion shall be in all respects back to the chart which pre-dated the implementation of the new work schedule set forth in this Attachment.

9. Effective July 1, 2009, the provisions of this Appendix shall become permanent.

  
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