

AGREEMENT
BETWEEN
TOWNSHIP OF HARDYSTON
SUSSEX COUNTY, NEW JERSEY

AND

HARDYSTON TOWNSHIP
PBA LOCAL 374

JANUARY 1, 2004

THROUGH

DECEMBER 31, 2006

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ATTACHEMENT A - SALARY GUIDE

PREAMBLE

THIS AGREEMENT, entered into this 14th day of January 2004, by and between the TOWNSHIP OF HARDYSTON, a municipal body of the State of New Jersey, with offices at the Municipal building, Route 515, Stockholm, New Jersey, 07460, hereinafter called the “Employer”, and the HARDYSTON TOWNSHIP PBA LOCAL **374**, hereinafter called the “Association”, with its principal offices at Police Headquarters, Route 515, Stockholm, New Jersey 07460.

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Association, PBA Local **374**, as the exclusive representative for the purposes of collective negotiations regarding wages and conditions of employment, of Patrolmen, Sergeants, Lieutenants and Captains in the Police Department within the Township of Hardyston. Excluded from the unit are the Police Chief, Dispatchers, Special Officers and all other Township employees.

ARTICLE II – AGENCY SHOP

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall pay, as a condition of employment, a representation fee to the Association by automatic payroll

deduction pursuant to N.J.S.A. 34:13A-5.5. The representation fee shall be in an amount up to eighty-five percent (85%) of the regular Association membership dues, fees, and assessments as certified to the Town by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Association remains the majority representative of the employees in the unit; provided that no modification is made in this provision by a successor agreement between the Association and the Town.

B. The Association agrees that it will indemnify and save harmless the Town against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Town at the request of the Association under this Article.

C. For the purposes of this Article only, an employee of the Township will not be considered a permanent member of the Bargaining Unit until he/she has completed a Police Training Commission (P.T.C.) certified Police Academy training program and has been certified as a Police Officer within this State by the P.T.C.

ARTICLE III - MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Township government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
4. To establish a code of rules and regulations of the Department for the operation of the Department.

B. The Employer shall furnish the Association with copies of all Directives, General Orders, Special Orders, Personnel Orders, Rule & Regulations, Procedures and other communications affecting wages, hours and/or other terms and conditions of employment including health benefits for employees covered by this contract within seventy-two (72) hours of their promulgation.

C. Nothing contained herein shall be construed to deny or restrict the Employer in its exclusive right to administer the Department and control the work of its personnel, nor to deny or restrict the Employer in any of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or ordinances.

ARTICLE IV - OVERTIME

A. The work period for officers working eight (8) hours shifts shall be 28 days and each officer shall work one hundred sixty (160) hours within the 28 day period at regular rate. The schedule of hours of work per day and days of work per week shall be posted by the Chief. Any hours worked in excess of the number of hours in a scheduled

work week or any hours worked in excess of eight (8) hours worked on any work day, shall be compensated at a rate of one and one-half (1.5) times the employee's regular rate of pay, provided that said overtime work is authorized by the Chief.

- B. The work period for officers working twelve (12) hour shifts shall be 28 days and each officer shall work one hundred sixty eight (168) hours within the 28 day period at the regular rate. Any hours worked in excess of 168 hours in the 28 day work period shall be compensated at a rate of 1 and ½ times the employees regular rate of pay, provided that said overtime is authorized by the Chief of Police.. **Twelve (12) hour shift employees will be credited 96 compensatory time hours per year. The 96 hours of compensatory time will be scheduled as follows: Officers will be assigned months they are eligible to take days off by the Chief of Police or his/her designated representative. Time off will be scheduled in advance as eight (8), twelve (12) hour shifts and will not anticipate causing overtime. If the officer does not take his/her shift (s) off in the assigned month, the time will be lost, unless the municipality directs that time cannot be taken as scheduled, in which case time will be rescheduled at the discretion of the Chief of Police or his/her designated representative within a 60 day period. Time cannot be carried forward and must be used by December 31 of that year.**
- C. **An officer at his/her discretion may take accrued overtime off as “compensatory time”. Time will be calculated on an hour-by-hour basis. For example, if an officer has eight (8) hours of accrued overtime, the**

officer may be compensated as outlined in Section A., or he/she may take twelve (12) hours of comp-time off at another time. Compensatory time shall be taken within a twelve-month period after it has been accrued.

D. Overtime shall be computed and payment made on the following basis:

1. Up to the first eight (8) minutes - no pay.
2. Eight (8) through twenty-two minutes - 15 minutes pay.
3. Twenty-two (22) through thirty-seven (37) minutes - 30 minutes pay.
4. Thirty-eight (38) through forty-seven (47) minutes - 45 minutes pay.
5. Forty-seven (47) minutes through sixty (60) minutes - 1 hour pay.

D. A logbook will be provided at police headquarters for the purpose of logging all time worked. In the event an employee is required to work overtime, the time shall be logged and the reason for the overtime set forth. Any such excess hours shall be recorded in the logbook and initialed by either a superior officer or the desk officer and approved by the Chief of Police.

E. A running total of all overtime hours shall be made available to the shift commanders at all times.

F. The Association and the employees agree there shall be no pyramiding of overtime. There shall be no double payment of overtime rates for the same hours worked either daily or weekly.

G. The provisions of this Article and this Agreement shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. No provision of this contract shall be deemed to be a guarantee of employment.

ARTICLE V - COURT TIME

Whenever any officer shall be required as part of the officer's official duties to appear at any Municipal, County, [or] Superior Court proceeding, or in a civil action directly related an officer's official duties, the time during which he/she is so engaged shall be considered a time of assignment to, and performance of duty.

Whenever such appearance is required outside regularly assigned duty hours, he/she shall be credited with a minimum of two (2) hours time. For officers working eight (8) hour shifts, the employee shall be compensated for such time at straight time unless he has worked in excess of one hundred sixty (160) hours in the twenty-eight (28) day work cycle encompassing the court time, and if such be the case, the hours in excess of the one hundred sixty (160) shall be paid for at the rate of time and one-half (1 1/2). The time shall be kept to a minimum and prior authorizations shall be obtained from the Chief.

Officers working twelve (12) hour shifts shall be compensated for court time at straight time unless he/she has worked in excess of the one hundred sixty eight (168) hours within the twenty-eight (28) day work cycle encompassing the court time, and if such be the case, the hours in excess of the one hundred sixty eight (168) shall be paid for at the rate of time and one half (1 1/2) . The time shall be kept to a minimum and prior authorization shall be obtained from the Chief

ARTICLE VI - MINIMUM CALL OUT

In the event an officer is called in to duty for other than his/her scheduled assignment or at times or on days during which he/she is not regularly scheduled for duty, he/she shall be paid no less than three (3) hours pay irrespective of actual time worked.

ARTICLE VII - HOLIDAYS

A. The following holidays shall be recognized for all employees:

New Year's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving
Good Friday	Christmas
Independence Day	General Election
Memorial Day	Labor Day
Employee's Choice of his Birthday or Easter	

B. Employees scheduled to work on a holiday shall be paid their regular rate for the holiday plus time and one-half (1.5) for all hours worked on such holiday.

C. Employees working eight (8) hour shifts who are scheduled off on a holiday will receive an additional eight (8) hours pay at their regular hourly pay rate. Employees working twelve (12) hour shifts who are scheduled off on a holiday will receive an additional eight (8) hours pay at the regular hourly rate of pay.

D. Compensation for holidays shall be paid in current pay period in which holiday falls.

E. The Employer reserves the right to schedule employees to work on holidays as required.

F. An officer may in-lieu-of pay for holiday time not worked, choose to accept time off in an amount of hours equal to the total hours eligible for holiday pay with the following restrictions:

- 1. Time off earned in-lieu-of pay for holidays not worked must be utilized within sixty days of the date for which it was earned**
- 2. Use of time of earned in-lieu-of pay for holidays worked is at the sole discretion of the Hardyston Township**

Chief of Police.

G. Employees not scheduled to work on a holiday but that are called in on overtime for that holiday shall be paid their regular rate for the holiday plus time and one half (1.5) for all hours worked on said holiday. The employee shall also be credited with time off in the amount of the total hours worked on said holiday. Time off earned under this section must be utilized by the employee within ninety (90) days of date of credit earned. Scheduling of time off shall be at the discretion of the Chief of Police.

ARTICLE VIII - VACATIONS

A. The vacation year shall be from January 1 to December 31 for purposes of calculating the amount of vacation with pay, only full-time (at least 40 hours per week) continuous, uninterrupted service in and for the Township of Hardyston shall be counted.

B. The scheduling of all vacation days is subject to the manpower needs of the Township and prior approval of the Chief of Police. Vacations may not be taken more than two weeks at one time during the months of June, July, August and September. The Chief may permit three (3) officers to schedule vacations at the same time, provided that said officers are not on the same shift. Any employee may use up to

an aggregate total of five (5) of his/her annual vacation days in individual day segments.

C. All vacation days shall be scheduled by the Chief of Police and shall be used within the calendar year when earned except that five (5) vacation days may be used during the next succeeding calendar year, and is not so used will be lost.

D. All full-time police captains, lieutenants, sergeants and patrolmen shall be eligible for vacation with pay as follows upon the completion of the certain number of cumulative years as follows:

<u>Years of Cumulative Service</u>	<u>8 Hour Shift Employees</u>	<u>12 Hour Shift Employees</u>
1 year	10	7
5 years	15	10
10 years	21	14
20 years	25	17

E. Employees hired at other than first salary step shall be credited vacation time during their first year on a pro-rated basis depending upon the month of hire. For example, an officer hired at the second salary step in the month of July would be entitled to vacation pro-rated to six months.

F. Employees hired at the first salary step will accumulate vacation time during their first year based upon one day per 3 months up until their one year anniversary of employment. For the balance of the calendar year following the employee's first year anniversary of employment, vacation time shall be pro-rated to the end of the calendar year. At the end of the calendar year in which the employee's first anniversary of employment falls, vacation time shall follow the schedule put forth in paragraph D. of Article VII.

G. A week's vacation pay shall be the employee's regular rate of pay time the normal hours in his straight time work week.

H. In the event an eligible employee is terminated for cause, or if the employee quits prior to December 31 of the vacation year, he/she shall be entitled to the amount of vacation benefit which he has accrued on a pro rate basis prior to his termination. From the foregoing shall be deducted any monies that are owed to the Township by the employee which has been certified to the Township by the Chief of Police.

I. In the event of the death or retirement in good standing of any full-time employee, the Township shall pay to him/her or his estate the full amount of any vacation pay accrued but unpaid at the time of his/her death or retirement.

ARTICLE IX - PERSONAL DAYS

A. After one year of employment, each employee shall be entitled to one (1) personal day per year. After three (3) years of employment, each employee shall be entitled to three (3) personal days per year. After ten (10) years of employment each employee shall be entitled to four (4) personal days per year.

B. Entitlement to personal days is conditioned upon an employee making a written request at least seven (7) days in advance of the requested personal day and receiving the approval of the Chief of Police. Less than seven (7) days may be permitted for the request in cases of emergency with the approval of the Chief.

ARTICLE X - FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the

employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said exceed five (5) calendar days.

B. The “immediate family” shall include only husband, wife, child, brother, sister, parents.

C. In the event of the death of the employee’s grandparents, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, nieces, nephews, uncles or aunts, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said exceed three (3) calendar days.

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

E. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.

F. An employee may make a request of the Chief of Police or his/her 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/her designated representative shall be charged, at the option of the employee, either as a personal day or against accumulated time off.

ARTICLE XI - SALARY AND WAGE SCALE

A. All employees covered by this Agreement shall be covered by the salary guide included as Attachment A of this Agreement.

B. Any police officer assigned to the Detective Division shall receive an annual sum in the amount of One Thousand Five Hundred (\$1,500.00) Dollars as part of his/her base annual rate of pay.

C. Base salary shall be paid on the fifteenth and thirtieth day of the month for service performed.

D. The Employer reserves the right to plant “an experienced” employee at any step on the wage scale.

E. It is agreed by the employer that all promotions to a higher rank shall be made pursuant to the New Jersey statutory requirements N.J.S.A. 40A:14-129 et seq.

F. Senior Officer Differential. The salary for the position of Captain shall be not less than 4% more than base salary for the position of Lieutenant.

ARTICLE XII - CLOTHING AND MAINTENANCE

A. All members of the Police Department shall provide and maintain in clean and serviceable condition such wearing apparel and equipment as prescribed by the Chief.

1. The Employer agrees to provide an annual uniform allowance per employee not to exceed the amount noted below:

2002 - \$675.00

2003 - \$675.00

2. It will be the employee’s responsibility to purchase such uniforms.

B. The Township will assume the expense of uniforms brought about by change of style or color.

C. The aforementioned uniform allowance will be paid directly to each employee in one lump sum on or before the first of June of each year. Each employee, prior to receiving his uniform allowance increment, shall present receipts to the Chief of Police demonstrating that he/she had in fact used the allowances received by him prior thereto for uniform improvement and replacement.

D. Any unexpended funds shall not accrue from year to year and shall not be paid to the employee at the end of the year.

E. In the event that an employee's uniform shall be destroyed in whole or in part, while he/she is in the performance of his/her duties, the destroyed uniform or portion thereof, as the case may be, will be replaced immediately by the Township and the cost thereof will not be charged to the officer. Any application for replacement under this paragraph shall be endorsed by the Chief of Police before the replacement is made; the endorsement shall not be unreasonably withheld.

F. The Employer agrees to provide an annual uniform cleaning and maintenance allowance per employee in the amount of \$450.00.

1. Upon receipt, the Employer may require evidence of the expenditure of these monies. If the employee is unable to provide same, the Employer may withhold further payments and request reimbursement.

G. Any employee whose service terminates on or before January 1st shall reimburse the Township for one-half (1/2) of said allowance.

H. Should an employee's uniform be lost or destroyed due to his own negligence, the employee will be personally liable to replace the uniform.

I. Such funds shall be paid to the employee according to the following schedule:

\$225.00 (50% of total) by January 10

\$225.00 (balance) by July 10.

J. The employer shall provide a bullet proof vest for each employee at the time of hire. Employer shall replace the bullet proof vests of all employees covered by this agreement in accordance with the following guidelines:

- a. Each bullet proof vest will be replaced by the employer prior to the manufacturer's listed expiration date
- b. Township will continue to replace employee's vest for the duration of the employee's employment with the employer
- c. The Association will provide the Chief of Police with a list of all officers due for vest replacement by October 1 of the preceding year. Upon review of the Chief of Police a list of replacement vests will be forwarded to the Township Manager
- d. The threat level or other listed rating of protection on the bullet proof vest recommended for purchase will be subject to the review of the Chief of Police or his/her designated representative prior to purchase. The Chief of Police or his/her designated representative shall not unreasonably withhold approval.
- e. Those employees in need of a bullet proof vest replacement at the signing of this contract will be provided with a replacement as soon as is reasonably possible.

ARTICLE XIII - PROMOTIONS

The Chief of Police may appoint an employee to perform the duties of a higher rated position without an increase in pay for time periods up to five (5) consecutive work days. Should an employee work more than five (5) consecutive work days, then the employee shall receive the salary commensurate with that position.

Regularly scheduled time off shall not create a break in the calculation of total consecutive days worked in the higher rated position. Vacation and personal days shall not be considered regularly scheduled time off.

ARTICLE XIV - LONGEVITY

A. The Employer agrees to pay to full time employees longevity payments upon completion of that certain number of years of cumulative service in and for the Township of Hardyston as a member of the Hardyston Police Force, as follows:

<u>Years of Cumulative Service</u>	<u>Employees hired Before 1/1994</u>	<u>Employee hired After 1/1994</u>
3	2%	\$ 1100
11	4%	\$1900
16	6%	\$2800

B. Such additional compensation shall be paid as follows: any full time employee who completed his anniversary date of cumulative service between July 1 and December 31 shall be paid twenty-six (26) equal installments commencing January 1 of the following year. Any full time employee who completes his anniversary date of cumulative service between January 1 and June 30 shall receive twenty-six (26) equal installments commencing on July 1st of the year completed.

C. Longevity shall be based upon the Salary Schedule but shall not be considered for the purposes of determining overtime remuneration or other compensation or contributions.

D. Any interruption of service due to military service, injury in

line of duty or illness or other similar reasons shall be considered as service for the Township of Hardyston Police Department for the purpose of determining the completion of cumulative periods of service with the Township.

E. For the purpose of calculating the number of years of cumulative service each employee has accumulated, only full time (at least 40 hours per week) continuous, uninterrupted service in and for the Township of Hardyston as a police officer shall be counted.

F. In the event an employee is terminated for cause, or if the employee quits after said lump sum payment has accrued but prior to the payment of same, he/she shall be entitled to the amount of longevity payment accrued prior to his/her termination.

ARTICLE XV - EXPENSES

A. Employees required to use personal vehicles in the pursuit of proper and necessary Township business shall be entitled to receive gas for their vehicle in an amount sufficient to cover the miles traveled portal-to-portal.

B. Employees shall receive \$4.00 as a meal allowance while attending police or job related schools beyond the Township limits provided such attendance is approved by the Chief of Police. The meal allowance will be given only when the cost of the program does not include the cost of the meal.

C. **Employees shall receive \$500.00 for weapons' maintenance.**

ARTICLE XVI - HEALTH AND WELFARE BENEFITS

A. Full-time employees are eligible for hospitalization benefits, as presently furnished by the Employer.

B. Full-time employees are eligible for hospitalization benefits, dental benefits and prescription benefits as presently furnished by the Employer pursuant to the North Jersey Municipal Employee Benefits Fund (hereinafter known as The Fund). Effective January 1, 2002 the prescription benefit shall be revised to provide for the following co-payments by employees as follows:

- \$3.00 for 30 day over the counter supply of generic brand prescription
- \$14.00 for 30 day over the counter supply of brand name prescription
- \$10.00 for 90 day mail order supply of generic brand prescription
- \$24.00 for 90 day mail order supply of brand name prescription

The maximum hospitalization insurance premium to be paid by the Township shall not exceed the premium of the Blue Choice program for the employee's level of coverage (single, parent/child, husband/wife, family) currently offered by Fund. Employee at his/her discretion may choose to enroll in health insurance coverages offered by the North Jersey Employee Benefits Fund other than the Blue Choice Fund, however, employee shall be responsible in reimbursing the Township for premium amounts greater than the Blue Choice premium on a quarterly basis in the months of January, April, July and November.

If, for any reason, the Blue Choice Program ceases to be available through the Fund, the Township will provide hospitalization insurance (health benefits) equal to or greater than the those provided through the Blue Choice Program. The cost of the replacement hospitalization insurance (health benefits) shall be borne by the Township.

c. Upon an employee's termination, insurance coverage will be discontinued per the policy.

d. During layoff, leave of absence or any other period when the employee is not working (with the exception of vacation or sick leave), the Employer shall not be required to provide the above-mentioned coverage. As an express exception to the foregoing, and subject to the approval of the insurance carrier and subject to any applicable laws, the above-mentioned coverage shall be made available during any period of disability, provided that during such period the employee is liable for the premium related thereto.

e. All rights, benefits, eligibility requirements, etc., shall be governed by the applicable policy of insurance.

1. If any employee retires because of age or length of service, he/she will have the option of continuing coverage of hospitalization and dental insurance benefits as provided for other officers if he reimburses the Employer for premiums in advance of a quarter year basis. The above is subject to such provision being permissible under the policy in effect at the time of such request. Employees retiring after twenty five (25) years of service to the Township of Hardyston (experience credited from employment in other jurisdictions shall not apply towards the calculation of years of service to the Township) shall be entitled to payment by the Township of hospitalization and prescription benefits provided under the Township's health insurance coverage up to a maximum premium of \$5,000 annually from date of retirement until age sixty (60) and to a maximum premium of \$6,000 from age sixty-one (61) to age sixty-five (65). No health insurance premiums shall be paid by the Township beyond age sixty-five (65). For employees retiring after January 1, 1999 the Township shall contribute a maximum of

\$6,000 annually from the date of retirement until age sixty (60) and to a maximum of \$8,000 annually from age sixty-one (61) to age sixty-five (65). No health insurance premiums shall be paid by the Township beyond age sixty-five (65) for persons retiring after January 1, 1999. The employee shall reimburse the Township for the payment of any premium in excess of the maximums stated above. Payments of premiums in excess of those noted shall be made by the employee to the Township quarterly in accordance with the following schedule January 1, April 1, July 1, October 1. Employees qualifying for health insurance premium payments by the Township upon retirement shall have the option of declining coverage and accepting an annual cash payment from the Township in the amount of \$2,000. No cash payments in lieu of health benefits shall be paid beyond age sixty-five (65).

In order for a retired employee to receive the health insurance benefits described herein, that employee must maintain continuous participation in the Township's health insurance plan. Once an employee leaves the health insurance plan, that employee waives any future benefits under this term and the Township shall have no further obligation toward the provision of health care benefits for that employee at any time in the future.

2. Hospitalization and Dental Benefits After Disability

Retirement: Any employee who retires due to disability incurred in the line of duty shall be covered under the policy in effect at that time for a period of six months from the date of such disability retirement.

3. Hospitalization and Dental Benefits After Death in Line of

Duty: Upon an employee's death in the line of duty, his/her spouse and dependent children shall receive continued coverage in accordance with the policy in effect at the

time of the employee's death in the line of duty, from the date of death of such employee. Notwithstanding the foregoing, continued coverage shall cease immediately upon the remarriage of the employee's widow or upon the attainment of majority of an employee's dependent children.

F. Each member of the Department shall be entitled to be reimbursed by the Township for the cost of prescription eyeglasses and eye examinations for himself/herself and members of his/her immediate family (spouse or children) based upon actual bills submitted by an optometrist, ophthalmologist, optician or other similar professional not exceeding in total, **\$500.00** for each member of the Department during each calendar year.

G. The Township will continue to provide the medical insurance in existence as of December 31, 1996.

H. The Township has the right to change insurance carriers so long as substantially similar benefits are provided.

I. For the purposes of this Article, Retirement means retirement within the meaning of the Police and Firemen's Retirement System.

ARTICLE XVII - INJURY LEAVE

A. In the event an employee becomes disabled by reason of a work related injury or illness and unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he/she may be entitled to Workmen's Compensation.

B. Any employee who is injured, whether slight or severe, while

working, must take an immediate report prior to the end of the shift thereof to the immediate supervisor. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he/she is unable to work and, the Township may reasonably require the employee to present such certificate from time to time.

D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right at its cost, to require the employee to obtain a physician examination and certification of fitness by a physician appointed by the Township.

E. In the event the Township physician certified the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Township physician, then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation, disability or other payments received from other

sources. At the Township's option, the employee shall either surrender and deliver any compensation disability or other payments to the Township and receive his/her entire salary payment, or the Township shall only pay the difference.

G. If the Township can prove that an employee has abused his/her privileges under this Article, the employee will be subject to disciplinary action by the Township, up to and including termination.

ARTICLE XVIII - DISABILITY BENEFITS

A. Any employee who shall become disabled by reason of injury other than a job related injury and who is unable to perform his/her usual duty or any other duty to which the Chief may wish to assign him/her shall be entitled to collect benefits pursuant to the insurance policy in effect at the execution of this contractual Agreement. Effective January 1, 2002 the maximum monthly benefit under the Township's disability policy shall be \$2,000.00. All other requirements/ benefits of the disability policy shall remain unchanged.

B. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he/she is unable to perform any work and the Township may reasonably require the employee to present such certificate from time to time.

C. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right at its own cost, to require the employee to undergo a physical examination and obtain a certification of fitness by a physician appointed by the Township.

D. Any amount of insurance proceeds payable under said policy to an employee because of such disability plus any other benefits except permanent disability benefits under Workmen's Compensation Insurance, shall not exceed the employee's base salary at the time of the injury and in the event such amount does exceed that amount, then, in that event the employee shall pay over such excess to the Employer.

E. It is expressly understood that the employee's benefits shall be limited so as not to exceed benefits at the present policy in effect.

F. It is understood that if the employee's length of disability is under the 30 day waiting period as mandated by the current policy, no disability benefits will be received by the employee.

G. An employee will be required to use his accumulated sick time to account for the first 15 calendar days of the waiting period before qualifying for an additional 15 calendar days of injury disability coverage to be paid by the Township. For the purpose of this agreement, the 15 day benefit shall be one-half of the monthly benefit as provided by the terms of the disability plan in effect at the time of the injury and after having been established as a valid disability claim by the insurance company.

H. The Township will be responsible to pay for only one 15 day waiting period benefit in any 12 consecutive months. If the employee should apply for a subsequent disability claim within the 12 month period of the first claim, then it shall be the employees responsibility to provide for the 30 day waiting period as specified by the Township's insurance coverage.

ARTICLE XIX - ANNUAL MEDICAL EXAMINATION

Each employee will be given an annual medical examination to insure proper physical capabilities on the job. This medical examination will be given at Township expense by a physician or group of physicians selected by the Township and will be scheduled during the working hours of each employee. The employee and the Employer will both be entitled to receive all reports resulting from said examination.

ARTICLE XX - GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- C. With regard to employees, the term "grievance" as use herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this Agreement. With regard to the Township, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

The aggrieved or the Association shall institute action under the provisions hereof within seven (7) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said seven (7) calendar days shall be deemed to constitute and abandonment of the grievance.

STEP TWO

If no agreement can be reached orally within five (5) calendar days of the submission of the Step One grievance to the Chief of Police, the employee or the Association may present the grievance in writing within seven (7) calendar days thereafter to the Chief of Police or his/her designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievance. The Chief of Police or his designated representative will answer the grievance in writing within seven (7) calendar days of receipt of the written grievance.

STEP THREE

If the employee or Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented to the Township Manager within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Manager shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.

STEP FOUR

If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. **The costs for the services of the arbitrator shall be borne equally by the Township and the Association.** Any other expenses, including but not limited to the presentation of witnesses shall be paid by the parties incurring same

E. The parties direct the arbitrator to decide, as a preliminary

question, whether he/she has jurisdiction to hear and decide the matter in dispute.

1. 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/her 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 in writing with reasons therefore, final and binding.

F. Upon prior notice to and authorization of the Chief of Police, whose authorization shall not be unreasonably withheld, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township 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 Township of Hardyston or require the recall of off-duty employee.

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

H. Employees covered by this Agreement shall have the right to process their own grievance without representation, **however, only the bargaining representative of the PBA on behalf of its members may force arbitration.**

ARTICLE XXI - SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness/medical emergency or an illness/medical emergency of a spouse, child or parent.

B. An employee if absent for reasons that entitle him/her to sick leave shall notify his/her supervisor promptly, but not later than two (2) hours before the employee's usual reporting time, except in emergency circumstances. Failure to give such notice may be cause for denial of the use of sick leave for the shift involved and may constitute cause for disciplinary action. Absence for five (5) consecutive days without notice shall constitute a resignation on the employee's behalf.

C. A certificate of a physician in attendance shall be required as proof of need of the employee's leave after three (3) consecutive days sick leave. A certificate of a physician in attendance shall also be required as proof of the need of the employee's leave after (10) days leave in one (1) calendar year consisting of periods of less than five (5) days, unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months. The Township in any event may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

D. In cases of leave of absence ordered by the Township Health Department due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work and time lost will not apply to sick leave time or any loss of pay.

E. Sick leave may be advanced with the permission of the Chief which shall not be unreasonably withheld. The above-defined allowance shall not be allowed until the month has gone by; that is credit for January is not available until February 1.

F. Sick leave will not be allowed on an hourly basis. Employees working eight (8) hour shifts requesting sick leave for purposes herein stated will be charged one-half (1/2) day off less than four (4) hours and will be charged one (1) day for over four (4) hours sick leave. Employees working twelve (12) hour shifts will be charged one half (1/2) day off less than six (6) hours and will be charged one (1) day for over six (6) hours sick leave.

G. The recommendation of the Township's Medical Physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Chief of Police.

H. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employees' regular time off. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

I. All employees shall be granted twelve (12) sick days with pay per calendar year.

J. Sick days may be accumulated from year to year, and upon

retirement, a retiree shall be entitled to be paid sixty (60%) percent of regular daily pay for such accumulated sick days. Payment for accumulated sick time at retirement shall not exceed twenty five thousand dollars (\$25,000).

κ. Sick leave during a holiday for which an officer is scheduled to work shall require a certificate of a physician as to the need for sick leave. Officers producing said physician's certificate shall not have/his her accumulated sick time reduced and shall receive eight hours straight pay only for the holiday not worked. Officers failing to produce said physician's certificate shall have their accumulated sick time reduced by one day and shall receive eight hours straight pay for the holiday not worked.

λ. Officers are permitted to donate accrued sick time to another officer in extreme cases of illness or injury.

ARTICLE XXII – ATTENDANCE AT MEETINGS

A. All members of this Association shall be permitted to attend monthly meetings of the general membership while on duty provided that the meetings are held within Hardyston Twp and the shift supervisor approves. The shift supervisor shall not unreasonably withhold approval.

B. The Association State Delegate or his/her alternate shall be excused from duty on the day that meetings are to be held by the Delegate Board of the New Jersey State PBA. He/she shall not be penalized in any way, or be required to perform any additional services to make up for time spent in attendance at such meetings.

C. A maximum of one (1) appointed Association delegate shall be excused from duty without loss of pay or benefits, to attend annual Association conventions. The number of conventions will be limited to two (2) per year.

ARTICLE XXIII - MAINTENANCE OF WORK OPERATIONS

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

B. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the association or its members.

ARTICLE XXIV - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXV - NON DISCRIMINATION

A. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, mental or physical disability, national origin or political affiliation.

B. The Township 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 Township or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE XXVI - TUITION REIMBURSEMENT

A. To be eligible for such tuition reimbursement, the employee must be matriculated in a program leading to a degree in Police Science or Criminal Justice.

B. No single employee shall in one calendar year receive more than one thousand four hundred (\$1400) dollars in required tuition and textbook reimbursement.

C. Payment will be made after the submission of documentation that the employee has successfully completed the course or courses.

ARTICLE XXVII - POLICE VEHICLES

All police vehicles shall have a heater and air conditioning installed, and operable, and no police vehicle shall be used on routine patrol after clocking one hundred thousand (100,000) miles on the odometer, except in an emergency or unless the vehicle has been reconditioned with a low mileage engine and transmission (could be rebuilt), a new front end (tie rod ends, center link, control arms, pitman arm, idler arm, torsion bars, shocks, rebuilt power steering pump and box).

ARTICLE XXVIII - FULLY BARGAINED PROVISIONS

The Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Except as set forth in the following Section, during the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation or either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIX - DURATION

This agreement shall be in full force and effect as of January 1, **2004** and shall remain in effect to and including December 31, **2006** without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Hardyston, New Jersey, on this day of 2004.

HARDYSTON TOWNSHIP

TOWNSHIP OF HARDYSTON

PBA LOCAL #374

By: _____

By: _____

**AGREEMENT BETWEEN
THE TOWNSHIP OF HARDYSTON AND PBA LOCAL 374**

January 1, 2004 through December 31, 2006

ATTACHMENT A - SALARY GUIDE

STEP/YEAR	2004	
Patrol Academy	\$ 34,146.32	\$
Patrol One	\$ 37,940.36	\$
Patrol Two	\$ 42,155.95	\$
Patrol Three	\$ 44,374.67	\$
Patrol Four	\$ 50,517.82	\$
Patrol Five	\$ 55,142.78	\$
Patrol Six	\$ 66,035.70	\$
Sergeant	\$ 71,317.82	\$
Lieutenant	\$ 74,170.22	\$
Captain	\$ 77,137.03	\$