

**AGREEMENT
BETWEEN THE
TOWNSHIP OF HOWELL
AND THE
SUPERIOR OFFICERS ASSOCIATION**

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

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**AGREEMENT
BETWEEN THE
TOWNSHIP OF HOWELL
AND THE
SUPERIOR OFFICERS ASSOCIATION**

THIS AGREEMENT, made and entered into in Howell Township, New Jersey this 24th day of June, 2014, between the Township of Howell, a municipality, in the County of Monmouth, and State of New Jersey, hereinafter referred to as “Township” or “Employer” and the Superior Officers Association hereinafter referred to as the “S.O.A.”.

WITNESSETH

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law and established practices not modified by this agreement;

NOW, THEREFORE, in consideration of these parties and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the S.O.A. as follows:

ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1

The Employer hereby recognizes the S.O.A. Local 228 as the sole and exclusive representative of all employees in the appropriate unit as defined in Article I, Section 2, herein, for the purposes of collective negotiations and all activities and processes relative thereto.

SECTION 2

The appropriate unit shall consist of all the regular, full-time Sergeants, Lieutenants and Captains of the Police Department of Howell Township now employed, or hereafter employed, excluding the Chief of Police, Patrolmen, and all civilian employees.

SECTION 3

This agreement shall govern all wages, hours, and other conditions of employment herein set forth.

SECTION 4

This agreement shall be binding upon the parties hereto.

SECTION 5

Title 40A:14-118 *et seq.*, and all other State Statutes shall be adhered to as part of this agreement.

ARTICLE II POLICE OFFICER'S RIGHTS

SECTION 1

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the S.O.A. because of the membership or activity in the S.O.A.. The S.O.A. shall not intimidate or coerce employees into membership. Neither the Employer nor the S.O.A. shall discriminate against any employees in violation of any State or Federal Law.

SECTION 2

Pursuant to Chapter 303, Public Laws of 1968 as amended, the Township agrees that every superior officer shall have the right freely to organize, join and support the S.O.A. and its affiliates for the purposes of engaging in collective negotiations and other concerted activities pursuant to Chapter 303 for mutual aid protection. In addition, every superior officer shall have the right to refrain from such activity. As a body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the enjoyments of any rights conferred by Chapter 303 of the Public Laws of 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any police officer with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the S.O.A. and its affiliates, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, or for action taken as a result of action on the part of the Township. The S.O.A. agrees that it shall not discriminate against any member of the bargaining unit based upon the individual's non-membership in the association.

SECTION 3

The S.O.A. and its representatives shall have the right to use Township buildings at all reasonable hours for meetings. The Township Manager of the Township shall be notified in advance of the time and place of all such meetings. This right shall be upon approval of the Township.

The S.O.A. shall have the right to use Township computers, scanners, copies, fax machines, and other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The S.O.A. shall pay for the reasonable cost of all materials and supplies incident to such use. They shall also be responsible for any damage they may cause to such equipment.

SECTION 4

In an effort to insure that Departmental Investigations are conducted in a manner which is fair and that promotes good order and discipline all administrative and internal affairs investigations, whether conducted in-person or through written questionnaire, will be conducted pursuant to the Attorney General Guidelines on Internal Affairs Policy and Procedure.

**ARTICLE III
COLLECTIVE NEGOTIATING PROCEDURE**

SECTION 1

Collective negotiations with respect to rates of pay, or other conditions of employment shall be conducted by the duly authorized representatives of the parties.

SECTION 2

Prior to the beginning of formal negotiations, the designated representative(s) of the parties shall meet and seek agreement on the following:

- (a) The hours, dates, and location for the parties to meet and negotiate;
- (b) The limitations on caucus time, if any;
- (c) The procedure to be used in recording and signing off on tentative agreed upon proposal(s), article(s), or portions thereof;
- (d) The numbers of persons permitted in and at the negotiations;
- (e) The procedure for cancellation or delays of negotiations by either party; and
- (f) A clear statement as to whether or not either or both parties must have the agreement ratified prior to final agreement.

SECTION 3

The members of the S.O.A. negotiating committee, not to exceed three (3) in number, shall be granted time off from duty with full pay. This committee will designate one member as the principle spokesman during negotiations, who will be delegated sufficient authority to bargain effectively. It is agreed by the Association, that no more than two (2) members of the committee will be released from each division, unless such release time will diminish the effectiveness of the Police Department. Such release time will be for the purpose of participating in actual negotiations between the Association and the Employer, when negotiations are conducted during the regular working hours of the released employees. It is agreed to by the parties that the three (3) members will be released from duty for negotiations one (1) hour prior to the scheduled starting time and will be required to report back to duty no later than one (1) hour after negotiations were stopped by the parties. Parties may request additional time from their supervisor.

SECTION 4

Not more than three (3) additional representatives of the S.O.A. shall participate in collective negotiation meetings.

SECTION 5

The S.O.A. Negotiating Committee will be responsible for distributing copies of the executed contract to all S.O.A. members.

**ARTICLE IV
MANAGEMENT RIGHTS**

SECTION 1

The S.O.A. recognizes that there are certain functions, responsibilities, and other management rights exclusively reserved to the Employer. All of the rights, powers, and authority possessed by the Employer prior to the signing of this agreement are retained exclusively by the Employer.

SECTION 2

The Employer shall have the right to determine all matters concerning the management or administration of the various Divisions of the Police Department, the right to direct the various Divisions to hire and transfer employees, to combine and eliminate jobs, and to determine the number and types of employees needed for specific job assignments.

SECTION 3

Nothing in this Agreement shall interfere with the rights of the Employer in accordance with the applicable laws, rules, and regulations to:

- (a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods, and means in the most appropriate and efficient manner possible.
- (b) Manage employees of the Employer, to hire, promote, transfer, assign, direct, or retain in positions within the Police Department, under provision of the Howell Township Personnel Department Policies, Procedures and Regulations and the Howell Township Police Department Rules and Regulations. One copy of any ordinance that amends the above listed rules, regulations or policies shall be forwarded to the president of the S.O.A. when the copy of the amendment(s) is printed for distribution.
- (c) Suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause, or to lay off. However, seniority shall prevail at all times in the order of any lay-off and subsequent rehiring.

SECTION 4

The parties mutually recognize and agree to the applicability of N.J.S.A. 34:13A-5.3 and to any terms and conditions of employment existing prior to the signing of this Agreement which are not specifically covered by this Agreement.

ARTICLE V GRIEVANCE PROCEDURE

SECTION 1

A grievance is any complaint regarding wages, hours of work or other conditions of employment. To provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

SECTION 2

An individual employee who has a grievance may orally present it to the lowest ranking supervisory officer who has the authority to resolve the grievance. The grievance must be presented within 30 calendar days of its occurrence or when the employee reasonably should have known of its occurrence, whichever is later. If the grievance is not adjusted satisfactorily at this level and the employee wishes to continue with the grievance, it shall be presented by the authorized SOA representative.

SECTION 3

When the SOA wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 1 - The SOA representative or his/her duly authorized and designated representative shall present the grievance or grievances in writing to the Police Chief or his/her duly designated representative. The Police Chief shall answer the grievance in writing within 7 calendar days.

Step 2 - If the grievance is not resolved at Step 1, or no answer has been received by the SOA within the time set forth in Step 1, the grievance may be presented in writing to the Town Manager within 14 calendar days. The Town Manager shall answer the grievance in writing within 14 calendar days.

SECTION 4

- (a) If the grievance is not resolved at Step 2, the SOA may take the matter to arbitration by notification to the Township Manager within twenty (20) days from the receipt of the Manager's decision. Application for the appointment of an Arbitrator shall be made directly to the New Jersey Public Employment Relations Commission according to PERC regulations, or both parties may mutually agree upon an Arbitrator. The cost of an Arbitrator shall be split equally between the Township and the SOA. The Arbitrator shall be without power or authorization to make any decision, which requires the commission of an act which is prohibited by law or which is in violation of the terms of this Agreement. The Arbitrator's function shall be to interpret and apply the provisions of this Agreement. The Arbitrator shall not add to or subtract from the provisions of this Agreement.
- (b) The term "days" as used herein refers to calendar days.

**ARTICLE VI
SICK LEAVE**

SECTION 1

All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of continuous service on the basis of twelve (12) days per year. One (1) extra sick day shall be awarded for each six (6) month block of time from January 1st to December 31st, assuming that no sick time has been used during this period of time. The amount of sick leave not taken shall accumulate from year to year. Sick time will not accrue during an employee's leave of absence due to sickness.

SECTION 2

Upon retirement or resignation in good standing, an employee will be entitled to one (1) day's pay for each two (2) days of accumulated sick leave to a maximum payment of sixty (60) days. One (1) days pay shall be equal to eight (8) hours.

SECTION 3

Officers that have at least twenty five (25) accumulated sick days can opt to sell back up to four (4) unused sick days (8 hours per day) per year. The officers shall notify the Township Manager of their intent to sell back sick time, up to four (4) days, no later than November 15th of every year. Officers shall receive their buy back payment in the first check in December of every year.

SECTION 4

In all cases of reported illness or disability, the Township, through the Chief of Police, reserves the right to have a physician designated by the Township examine and report on the condition of the patient-employee. The Township will pay the costs of the exam and related tests.

SECTION 5

During protracted periods of illness or disability the Township may require interim reports on the condition of the patient-employee at weekly or bi-weekly periods from the attending physician and/or physician designated by the Township. When under medical care, employees shall conform to the instructions of the attending physician. Failure to comply with this Section may result in disciplinary action.

SECTION 6

In the case of a long term illness or injury (which shall be defined to mean an illness or injury which is expected to prevent an officer from reporting to work for a continuous period of thirty (30) days or more or result in death), which does not arise out of employment, an officer shall have the option to utilize any accrued sick time, vacation time, holiday time, or compensatory time in order to collect full pay and continue to accrue benefits under Section 7 of this Article. Any disability pay received by the employee may be turned over to the Township, and the employee will be credited back with the amount of sick leave that is equivalent to the disability pay, based on an employee's actual gross rate of pay when the employee returns to work. If an employee chooses, he may request an unpaid leave of absence, or, subject to the rules of the disability insurance carrier, he may retain his accrued time and collect disability. Only after an

employee utilizes his accrued benefits, may he request a paid leave of absence under N.J.S.A. 40A:14-137. Once an employee uses up his accrued time, the Township shall retain its options as to the granting or denial of a leave of absence, or it may take the appropriate steps under the law to remove the employee from service. An officer shall use sick leave concurrent with FMLA for his/her own serious health condition and optional for other reasons. The officer can opt to use other accrued time.

A leave of absence may be granted to full-time employees who are ill or disabled not resulting from duties performed during his/her employment, and when such illness or disability is evidenced by a certificate of a physician. A leave of absence shall be granted only when the employee has expended his/her accumulated sick and vacation leave. Eligible employees may apply for Group Disability Benefits through the Township's Group Insurance plan. Employees may purchase sick time back from the Township at the same rate that the insurance company provides.

When a leave of absence, without pay, is granted to an employee for sickness or injury, that is not job-related, the employee's anniversary date will change upon his/her return to work.

SECTION 7

While on paid leave of absence, an employee shall continue to accrue benefits, until such time as they have utilized all of their accumulated time. Once an employee is on disability only, he/she shall no longer accrue benefits.

SECTION 8

- (a) When a permanent employee covered by this Agreement is injured or disabled resulting from or arising out of his employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Township Committee to examine such employee, the Township Committee may, by ordinance, pursuant to N.J.S.A. 40A: 14-137, grant the injured or disabled employee a leave of absence with pay for a period not exceeding one (1) year. The employee shall not be charged any sick leave time for the time lost due to the aforesaid injury or disability.
- (b) The employee shall reimburse the Township by remitting the checks he/she may receive from Worker's Compensation, benefits of insurance policies paid by the Township, any punitive damages and salary considerations received through legal settlements or judgments that resulted from any job-related injury or disability referred to in this Article.
- (c) The parties agree that an employee's prolonged absences from work because of job-related injury or disability will not affect his/her seniority for the purpose of layoffs provided the employee has applied for and been granted a leave of absence as provided by this Agreement.
- (d) The parties also agree that the injured or disabled employee's anniversary date will not be changed due to absences caused by job-related injury or disability.

SECTION 9

Accumulated sick leave may be used by an employee for illness in the immediate family, which requires attendance upon the ill family member. The term "immediate family" for the purposes of this Section shall mean and refer only to the employee's spouse, civil union partner, child, parent, brother or sister, grandparent, step-children, and step-parents.

SECTION 10

When reporting absence due to illness, officers should give at least four (4) hours notice prior to the start of the evening and midnight shifts. A minimum of two (2) hours notice should be given for the day shift.

SECTION 11

The smallest unit of sick time allowed will be for a four (4) hour period, i.e. in half-day blocks only.

SECTION 12

An employee who returns to work, after a work related injury, and subsequently requires additional medical treatment for the work related injury will be permitted to attend pre-approved medical appointments while the employee is on duty with no loss of pay or time, providing that the treatment is as a result of the work related injury and is first approved in writing by the Township's worker compensation insurance carrier or adjuster prior to the employee's submission of the schedule of treatments to the Chief of Police or their designee. In addition, the employee, in order to qualify for the time off from work to obtain such medical treatment must advise the Chief of Police or their designee of all scheduled appointments at least five (5) days in advance.

Except in the case where an employee requires no more than one or less medical treatment a week (in which case the employee shall receive compensation as hereinafter provided for), if the employee is assigned to a work shift that does not permit the employee to schedule appointments for medical treatment during the employee's duty shift, the Township Manager shall have the option at their sole discretion to temporarily reassign the employee to a shift which would allow the employee to attend pre-approved treatment while on duty. In the event that in the sole opinion of the Township Manager such a temporary transfer causes a manpower allocation problem, then the most junior employee regularly scheduled to work the shift to which the affected employee is temporarily transferred, shall be temporarily transferred to the transferring employee's shift until the medical treatments causing the transfer are discontinued either by the employee's treating physician, the Township workers compensation insurance carrier, or by the employee.

In the event that necessary and pre-approved medical treatment for a previous work related injury cannot be scheduled on the employee's scheduled workday and the employee is not reassigned as described above, then the employee shall be compensated for the actual time spent receiving treatment by being credited compensatory time off equal to the amount of time spent receiving medical treatment. The Chief of Police may request proof that the employee attended such treatment and the length of time that the treatment took.

SECTION 13

If an employee is injured due to an injury sustained outside of work, he/she shall have the option of returning to work in a light duty capacity. The employee must have a medical release from the physician whose care he/she is under which states any physical restrictions the employee may have. The employee will be given a light duty assignment by the Chief of Police or their designee. The limit for which an officer is to be assigned on light duty shall not exceed thirty (30) working days. Each officer for the time they are on light duty will work a schedule of four (4) working days with three (3) days off. Each day will be ten (10) hours in duration.

SECTION 14

Any employee who serves notice of their intention to retire from their employment with the Township shall be permitted to utilize terminal leave prior to their actual retirement date under the following terms and conditions:

- (a) In order to qualify for terminal leave the employee shall notify the Chief of Police or their designee of the employee's election to utilize terminal leave time, no less than forty-five (45) days prior to the commencement date of the terminal leave, and
- (b) Terminal leave shall be granted only after a retirement date is fixed by the appropriate pension board, and
- (c) Once an employee commences terminal leave, their decision to retire from the employment with Howell Township shall become irrevocable, and
- (d) An employee qualifying for terminal leave shall be permitted to convert up to forty (40) accumulated sick leave days into "terminal leave days" which shall be utilized prior to the employee's retirement date, and
- (e) Once an employee commences terminal leave, they shall not accrue any additional sick, personal or vacation time and/or seniority.

ARTICLE VII
MILITARY DUTY, OTHER LEAVES OF ABSENCE AND PREGNANCY

SECTION 1

LEAVE OF ABSENCE

Leave of absence without pay for other than illness may be requested by an employee who shall submit in writing all facts bearing on the request to the Chief of Police, who will append his recommendation and forward the request to the Township Manager for consideration by the Township Council. Such leave will be considered on its merits and without establishing a precedent, and shall not exceed three (3) months at one time, unless specific approval is received from the Township Council. All such leaves of absence must be approved by resolution of the Township Council.

SECTION 2

MILITARY LEAVE

Military leave shall be granted in accordance with the Personnel Ordinance and all applicable State and Federal laws.

SECTION 3

BEREAVEMENT

In the event of the death of a member of the employee's immediate family, there shall be three (3) consecutive bereavement days' leave, one of which shall normally be the day of the funeral. In any event, all bereavement leave shall be taken at a time reasonably to the death. The term "immediate family" for the purposes of this Section shall mean and refer only to the employee's spouse, civil union partner, child, parent or guardian, brother or sister, parent-in-law, grandparents, brother or sister-in-law, son or daughter-in-law, grandchildren, step-parents, step-children and step-siblings.

SECTION 4

MATERNITY

When a member of the S.O.A. first becomes aware of her pregnancy, she shall report the condition on a Special Report to the Chief of Police.

Upon the pregnant member's physician's written report and recommendation, the member shall be temporarily transferred to a non combat assignment she is capable of performing.

Pregnant members shall wear appropriate civilian attire when the term of pregnancy is such that wearing the basic uniform is impractical.

When the term of pregnancy has ended the member shall have her attending physician complete a report recommending her to either return to full duty status, limited on duty status, or temporary off duty status.

SECTION 5

JURY DUTY

Any member of the SOA who is called and reports for jury duty in the state or federal court system shall be released from duty with pay during the actual time of such jury service. The Township shall be entitled to deduct from the member's pay the amount received as a fee by the member for such jury service. Such time shall be considered the employee's shift, whether or not the actual time spent was during the employees shift.

SECTION 6

LEGAL PROCEEDING

The Employer allows a reasonable period, with pay, to any employee called upon to testify in a legal proceeding in connection with said employee's official duties as a sworn officer. Such payment shall be consistent with the requirements set forth herein if an officer is off-duty when called to testify. It is specifically agreed that an employee who is a plaintiff in any action or who volunteers to testify against the Township by or for a person who has brought an action against the Township, shall not be eligible for pay under this section unless such employee uses his accrued leave time.

**ARTICLE VIII
WORK SCHEDULES AND HOURS**

SECTION 1

- (a) The work schedules for all Officers represented by the S.O.A., with exception of Patrol Sergeants, shall be a 4/3 schedule. A 4/3 work schedule shall mean a schedule where an Officer works four (4) days and then is off for the next three (3) days. The scheduled work day shall be a ten (10) hour day as defined in the shift schedules below. Each scheduled work day shall include a minimum of forty-five (45) minutes of work out time as defined in paragraph (g) of this article. Patrol Sergeants shall work a hybrid two (2) on, three (3) off, five (5) on, four (4) off, work schedule working ten (10) hour days, of which each day shall include a minimum of forty-five (45) minutes of work out time for each shift.

- (b) Contemporaneously with the schedule described above, all Officers who are represented by the S.O.A., and who are working one hundred sixty (160) hours of work (including work out time) with each twenty-eight (28) day work cycle, shall receive overtime compensation at the rate of time and one half (1 ½ (either in pay or comp time at the election of the affected Sergeants and Lieutenants or in comp time for Captains) for all hours worked in excess of one hundred sixty (160) hours within each twenty-eight (28) day work schedule cycle. This shall exclude outsides details and special overtime grants. This provision shall be effective June 1, 2014.

- (c) All Officers shall not earlier than August 1st, but no later than September 30th, advise the Chief of Police or their designee of that Officer's first, second and third choices for shift assignments for the following calendar year. Any Officer who fails to notify the Chief of Police or their designee within the time period set out above shall be deemed willing to accept any assignment. Copies of the Officer's shift requests shall be provided to the S.O.A. President upon request. Shift assignments for the following year will be posted by the Chief of Police no later than October 31st.

The Chief of Police or their designee shall assign Officers to their first choice in order of seniority (most senior to least senior). However, the Chief of Police or their designee reserves the right to assign Officers to their second choice if such an assignment is necessary for the efficient operation of the Department or in the event that the Officer's first choice has been fully staffed by more senior Officers. If the Chief gives an officer his/her second choice of shift selection "for the efficient operation of the police department" the Chief shall provide the officer with written notification within one (1) week of the shift assignments advising why the assignment was necessary for the efficient operation of the police department. Notwithstanding the foregoing, an Officer shall not be assigned to his third shift choice unless that Officer's first and second shift choices are fully staffed with more senior Officers.

(d) The following represents the shift times and schedule for the Patrol Division:

- (1) Days: 6:00 a.m. to 4:00 p.m.
Work out time 3:00 p.m. to 4:00 p.m.
(Line up in uniform at 6:00 a.m.)
- (2) Evenings: 1:00 p.m. to 11:00 p.m.
Work out time 1:00 p.m. to 1:45 p.m.
(Line up in uniform at 2:15 p.m.)
- (3) Midnights: 9:00 p.m. to 7:00 a.m.
Work out time 9:00 p.m. to 9:45 p.m.
(Line up in uniform at 10:15 p.m.)

(e) The following represents the times for the Detective Division:

The following hours of work will be available to the members of the Detective Division. A Detective may select his hours from the following times, or may change his hours of work to another set of listed hours with the approval of a supervisor to maintain the efficiency of the Detective Division or any other hours that the Division Commander or Chief of Police deems necessary for the smooth operation of the Detective Division.

- (1) 6:00 a.m. to 4:00 p.m.
7:00 a.m. to 5:00 p.m.
8:00 a.m. to 6:00 p.m.
9:00 a.m. to 7:00 p.m.
12:00 p.m. to 10:00 p.m.
(Work out time to be flexible throughout the shift)

(f) The following represents the shift times for the Community Service Division:

- (1) 6:00 a.m. to 4:00 p.m.
7:00 a.m. to 5:00 p.m.
8:00 a.m. to 6:00 p.m.
9:00 a.m. to 7:00 p.m.
12:00 p.m. to 10:00 p.m.
(Work out time to be flexible throughout the shift)
- (2) In the event an Officer in the Community Service Division is assigned to special duty, fourteen (14) days notice will be given prior to the changing of work hours and/or days off.

- (g) Each Officer during his work out time period shall be restricted to work outs on Township property and County owned property limited to County Route 21 and Manasquan Reservoir.

An Officer may choose not to work out during his work out time period, however, said Officer during that period shall be required to be in uniform and available for specific assignments during that “work out period.”

- (h) Parties agree that each shift worked by the Police Officers shall include a meal break, however, Officers may be required to work through or cut short their meal periods in the event of an emergency.
- (i) In the event that an Officer is assigned to any training cycle, the parties agree that each of the training days at issue shall be viewed as satisfying that Officer’s work obligation for the affected time period.

SECTION 2

Employees who wish to change a scheduled day off shall seek approval of Division Commander or Chief of Police to such switch. The Division Commander or Chief shall not unreasonable deny such switch.

SECTION 3

Lieutenants shall work one weekend (either Friday/Saturday/Sunday or Saturday/Sunday/Monday, all three patrol shifts) per month from March through August inclusive. Lieutenants may not use vacation time, personal leave or compensatory time during these scheduled weekends of work. The current selection process used to schedule Lieutenants for weekend work shall continue. The contractual shift swap language on a Lieutenant for Lieutenant basis may only be used for these weekends of work scheduled for Lieutenants provided such swaps do not generate overtime cost to the Township.

SECTION 4

The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services continually throughout the seven (7) day week.

SECTION 5

The parties agree that an employee’s yearly salary will be divided by the number of pay periods in a calendar year.

ARTICLE IX OVERTIME

SECTION 1

1.1 ELIGIBILITY FOR OVERTIME

The Employer agrees that the overtime, consisting of time and one-half (1 ½) shall be paid to the Sergeants and Lieutenants covered by this Agreement for hours worked in excess of the normal work day. Overtime for Captains is limited to compensatory time at one and one half hours (1 ½) for each hour of compensatory time worked. Overtime shall be granted when approved by the Chief of Police.

If there is an overtime spot for Patrol Division Supervisory Coverage, with more than 24 hours' notice, an overtime list will be posted on the Lieutenants office door. The overtime spot will be filled by Patrol Division Supervisors (Sergeants and Lieutenants assigned to the Patrol Division) by seniority (First by rank and then by time in rank).

If there is an overtime spot for Patrol Division Supervisory Coverage, with less than 24 hours' notice, the Patrol Division Supervisor working the shift, prior to the shift where there is an overtime spot, may stay to cover the overtime position. The Patrol Division Supervisor may also split the overtime position with the Patrol Division Supervisor that is scheduled to work the shift following the shift with the overtime position. If there is more than one Supervisor working, the overtime will go first by rank and then by time in rank. If the Supervisor that is working the prior shift does not want the overtime spot, the Supervisor scheduled to work the shift following the shift where there is an overtime spot, will be contacted to see if he/she wants the overtime spot. If no one takes the overtime spot, then all the other Supervisors assigned to the Patrol Division will be contacted to see if they want the overtime spot. This will be done first by rank and then by time in rank. If no one takes the overtime spot, the Supervisor currently working will remain on duty and cover the shift. However, every attempt should be made to prevent an officer from working more than two consecutive shifts (20 hours). At no time shall an officer work more than twenty (20) consecutive hours, unless approved by the Chief of Police.

1.2 COMPUTATION OF OVERTIME RATE

Overtime pay shall be computed as one and one-half (1 ½) times the employee's base hourly rate. All employees base hourly rate, regardless of what type of schedule they are working, shall be determined by dividing the employee's yearly base pay then in effect by two thousand eighty (2,080) hours. Yearly base pay is defined as the officers' annual base salary plus the officer longevity pay, education incentive pay, holiday pay, detective pay and K-9 care and maintenance pay.

SECTION 2

Overtime compensation for employees shall be paid in accordance with Section 1 when the employee is required to work overtime and when recommended by the immediate supervisor and approved by the Chief of Police.

SECTION 3

It is recognized that employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period at the termination of a tour or at the beginning of a tour, but in the event an employee is required to report earlier than fifteen (15) minutes prior to the commencement of a tour or to remain beyond fifteen (15) minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked in excess of the normal hours of work per week.

SECTION 4

In lieu of cash payment for overtime, Sergeants, Lieutenants and Captains shall receive compensatory time off at the rate of time and one-half (1 ½) if they choose. Such time shall be taken at the discretion of the Sergeant, Lieutenant or Captain when approved by the Chief of Police or the Division Supervisor, so as not to interfere with department operations.

SECTION 5

All officers covered under this agreement shall be permitted to carry a total of two hundred and forty (240) hours of compensatory time. Said hours shall be permitted to be carried over into each year. Any hours over two hundred and forty (240) hours must be plotted and used prior to the years end.

SECTION 6

The February 25, 2013 decision of arbitrator Richard Gwin (AR-2012-275) which is attached hereto as Appendix A, shall be incorporated herein and applicable hereto by way of reference in this section. In the event this section conflicts with the decision of Richard Gwin, then the decision shall control. The February 25, 2013 decision of arbitrator Richard Gwin (AR-2012-275) shall apply to outside detail overtime requests.

**ARTICLE X
CALL-BACK PAY**

In the event an employee is called out for official police business, a minimum of four (4) hours at the overtime rate shall be paid, even though the employee may not have worked four (4) hours as a result of the call-out. In order for the employee to be eligible for the call-out pay stipulated in this Section, it must have been instituted by the employee's supervisor with the knowledge and approval of the Division Commander or the Chief of Police. A call-out is not an extension of a shift or tour of duty. A call-out is applicable when the individual is on a non-duty status.

ARTICLE XI VACATIONS

SECTION 1

Each member of the S.O.A. who has the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his regular rate pay, starting:

- | | |
|---|---|
| • 0-1 year of service | One (1) day a month for each month of service up to ten (10) days |
| • After the completion of one (1) to the completion of five (5) years of service | Thirteen (13) days |
| • After the completion of five (5) to the completion of ten (10) years of service | Eighteen (18) days |
| • After the completion of ten (10) to the completion of fifteen (15) years of service | Twenty-three (23) days |
| • After the completion of fifteen (15) years of service | Twenty-five (25) days |

SECTION 2

If an observed holiday falls during an employee's vacation period, the holiday shall not be counted as a vacation day. The number of non-counted vacation days shall not exceed a maximum of four (4) per year and only in the event where a total of four (4) consecutive days off are utilized by an employee for vacation. The four (4) consecutive days may be a combination of vacation, compensatory, personal, and regular days off but the vacation day must be on the observed holiday.

SECTION 3

Vacations shall be scheduled by the Chief of Police in such a manner as to insure adequate levels of personnel to operate efficiently.

SECTION 4

Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Township Manager.

SECTION 5

Vacation leave, subject to approval by the Chief of Police and the Township Manager, may be taken from time to time in units of full days. At the time of separation from employment, an employee shall be paid for any day's vacation accumulated.

**ARTICLE XII
HOLIDAYS**

SECTION 1

The following shall be recognized as holidays under this Agreement:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Additional holidays: the day after Thanksgiving, ½ day prior to Christmas, and ½ day prior to New Years Day.

SECTION 2

Pay shall be given for all the above noted holidays at the rate of time and one half (1 ½). Payment will be made in the Officer's base pay.

ARTICLE XIII
LIFE INSURANCE AND DISABILITY INSURANCE

SECTION 1

After completion of the required probationary period, each employee (unit member) shall be provided with a fifty thousand (\$50,000.00) dollar life insurance policy payable to a beneficiary of the employee's choice.

SECTION 2

The annual premium for the said policy shall be paid by the Township only until employee's separation from service. At that time, the employee may make his/her own arrangements with the insurance company for the continuation or conversion of the said insurance at his/her own expense.

SECTION 3

A full-time employee, upon commencement of employment with the Township, shall be enrolled in the disability insurance plan maintained and paid on a non-contributory basis by the Township. This benefit terminates upon the employee's separation from the Township service.

**ARTICLE XIV
HOSPITAL AND MEDICAL INSURANCE**

SECTION 1

All full-time employees will be covered for hospital and medical insurance through the State Health Benefits Program. All employees shall contribute toward the cost of health benefits in accordance with New Jersey State law (i.e. New Jersey State Statute Chapter 78). If the Township changes the existing health insurance carrier, it agrees that the new coverage shall be "equal to or better than" the prior health insurance coverage.

SECTION 2

Full-time officers covered by this Agreement will be enrolled in the Township Dental Plan. The Township will pay the full premium for the employee and one-half (1/2) the dependent unit premium. Enrollment in the dependent unit plan is optional to the officer. The dental plan shall include Delta Plan's Ortho II (adult and child) and Program II changes in basic coverage including the \$1,500.00 annual maximum on basic services. The officer will pay all supplemental dental service premium costs. The Township reserves the right to change dental plan carriers provided equal or better coverage is obtained.

SECTION 3

During the term of this Agreement, the Township shall have the right to implement a plan, which would allow employees to, at the employee's option, to decline Township provided medical health insurance coverage and receive compensation in lieu of the benefits in accordance with State law.

**ARTICLE XV
FALSE ARREST AND LIABILITY INSURANCE**

SECTION 1

Employer shall continue the current program for false arrest and liability insurance for all unit employees. The Township shall have the right to change carriers or become self-insured in its discretion.

SECTION 2

As per N.J.S.A. 40A:14-155, the Employer agrees to provide legal aid to all unit employees in suits or other legal proceedings against them arising from incidents in the line of duty. Any legal counsel assigned shall be chosen by the Township and its insurance carrier. In the event it is determined by the insurance carrier or the designated legal counsel assigned to defend any officer, that a conflict of interest exists, then the insurance carrier shall assign additional attorneys as determined at that time.

This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any employee by the Employer.

**ARTICLE XVI
UNION BUSINESS**

SECTION 1

The president of the S.O.A. or his designee shall be granted a reasonable amount of time to handle S.O.A. business, such time being limited to an aggregate of twenty (20) hours per month, non-cumulative.

SECTION 2

During contract negotiations, the S.O.A. President shall be excused from his work assignment and shall be granted an unlimited amount of time off while actually involved in collective negotiations with Township representatives. Should he be scheduled for the midnight tour of duty, he will be excused from duty on the day of said negotiation meetings.

SECTION 3

The S.O.A. President or his designee shall be allowed to attend the annual State PBA mini-convention without loss of pay and shall be released from duty to attend.

SECTION 4

The S.O.A. President or his designee shall be released from duty without loss of pay to attend seminars, conferences, ceremonies, events and expositions related to S.O.A. business. The S.O.A. President shall provide reasonable notice of such attendance, the purpose of such attendance and the duration of such attendance.

SECTION 5

The Employer will provide space on a bulletin board in a conspicuous location in Police Headquarters for the use of the S.O.A. for posting notices concerning S.O.A. business and activities.

SECTION 6

The attendance to any business under this article will be permitted so long as no more than six (6) days of overtime are created in the calendar year.

ARTICLE XVII
PENSIONS

The Employer shall continue to make contributions as heretofore, to provide pension and retirement benefits to employees covered by this Agreement pursuant to applicable provisions of the Statutes and Laws of the State of New Jersey.

ARTICLE XVIII
DISCHARGE AND SUSPENSION

No Employee shall be suspended without just cause. An employee who has been suspended or discharged for just cause may appeal such action in accordance with the provisions of N.J.S.A. 40A:14-155 et seq. as well as the grievance procedure set forth herein.

**ARTICLE XIX
SALARY AND WAGES**

SECTION 1

The annual basic salary for each classification shown for all officers for the period designated shall be as follows:

	<u>2014</u>	<u>2015</u>	<u>2016</u>
SGT PROB	\$114,611	\$116,904	\$119,592
SGT1	\$116,194	\$118,401	\$120,651
SGT2	\$123,903	\$126,257	\$128,656
LT PROB	\$123,903	\$126,257	\$128,656
LT1	\$127,417	\$129,583	\$131,786
LT2	\$134,754	\$137,044	\$139,374
CAPT PROB	\$134,754	\$137,044	\$139,374
CAPT1	\$144,550	\$146,285	\$148,040
CAPT2	\$152,188	\$154,014	\$155,862

The Probationary Step indicated herein shall not apply to officers promoted prior to the execution of this contract. The Probationary Step and Step 1 in each classification shall be for a one year period. Officers in the step guide shall receive the next step in the salary guide on the anniversary of his/her promotion date.

SECTION 2

In addition to any pay or other monetary benefits granted or allowed by the terms of this Agreement, any officer of the S.O.A. assigned to the Detective Division shall receive additional salary compensation at the rate of five hundred (\$500.00) dollars per year, prorated in accordance with the length of said assignment.

SECTION 3

In addition to an employee’s annual wage, each employee hired prior to the ratification of this contract shall be paid a longevity increment based upon his/her years of continuous service in the Police Department in accordance with the following schedule:

SGT PROB	Current PBA CBA
5 Years	\$4,533
10 Years	\$5,256
15 Years	\$6,174
20 Years	\$6,977

Each officer of the Police Department will qualify for the longevity increment on the date of the anniversary of his/her employment. Such increment shall be paid together with, and in addition to, regular salary and shall be included in addition to regular salary in the regular payroll checks. Service in other municipal police department or state law enforcement agency shall be creditable towards longevity benefits.

SECTION 4

Educational incentive pay shall be limited to the following amounts:

Associate Degree	\$1,525
Bachelor’s Degree	\$3,041
Master’s Degree	\$4,016
Per Credit	\$25.25

The twenty five dollars and twenty five cents (\$25.25) per credit shall apply to up to sixty (60) credits. To receive additional compensation, the higher degrees must be received. Any employee currently receiving above these amounts shall not be reduced in pay, but will not receive any additional compensation until he/she attains the higher degree.

SECTION 5

Any supervisor that is training another supervisor during their training period, when the supervisor can’t work alone, shall be credited one (1) hour of compensatory time per shift.

SECTION 6

If a Superior Officer of a lower rank is required to perform the duties of a higher rank for an anticipated period of more than thirty (30) calendar days said Superior Officer shall receive the salary of the higher ranking supervisor (Probationary Step of the higher ranking supervisor). This contract article shall not be used to avoid making promotions to fill existing vacancies within the Department if the Township has declared its intention to fill said vacancy through the conducting of promotional examinations.

ARTICLE XX
CLOTHING ALLOWANCE

The Township, as approved by the Chief of Police, will replace clothing or personal articles damaged in the line of duty.

The Township agrees that should there be a change of uniform designated from that currently worn by Township Police Officers, then the Township shall pay for the cost of such change in uniform for each member, and replacement as necessary.

**ARTICLE XXI
CHECK-OFF**

SECTION 1

The Township agrees to deduct Association membership dues from the pay of those employees who individually and voluntarily request, in writing, that such deductions be made in a form agreed upon between the Township and the Association and consistent with applicable law. The amounts to be deducted shall be certified to the Township by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association by the fifth (5th) day following the end of the pay period.

SECTION 2

Any written dues deduction authorization may be written by an employee, in writing and said deduction shall be discontinued as of January 1 or July 1 next succeeding the date on which the Notice of Withdrawal is filed.

SECTION 3

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative.

SECTION 4

The Association agrees to indemnify and hold harmless the Township from any cause of action, claims, loss or damages incurred as a result of this Article.

ARTICLE XXII
NON-DISCRIMINATION

Neither the Employer nor the Association shall discriminate against any employee in violation of any State or Federal law. Where the word “he”, “she”, “him”, or “her” is used in this Agreement it shall mean both sexes.

**ARTICLE XXIII
PERSONAL DAYS**

Each member of the bargaining unit shall receive two (2) personal days per year. An employee must work the full year to be eligible for both days. The first day is for the period of January 1st to June 30th and the second day is for the period of July 1st to December 31st. The days shall not be cumulative to the following year. If any officer terminates his/her employment or is terminated by the Township prior to the officer completing the eligibility period for either day, and such day is used, such payment will be deducted from any final payment due to the officer. Personal days may be used any day throughout the year. An officer will receive an additional personal day the following year, provided that he does not have a work related injury reported for the entire previous year resulting in a loss of more than one-half (1/2) day's pay.

**ARTICLE XXIV
EMPLOYEE COMPENSATION AND EXPENSE AGREEMENT
FOR OFF-DUTY K-9 CARE AND MAINTENANCE**

The officer assigned to K-9 detail, hereinafter known as K-9 Officer, the SOA, and the Township of Howell have come to the following agreement concerning the payment of expenses for the K-9 detail and compensation for the off-duty K-9 care and maintenance.

The K-9 dog will be purchased or donated to the Township of Howell and cared for, and maintained by the K-9 detail officer. In addition, the Township of Howell shall provide veterinary services related to the care of the K-9 dog. The K-9 officer freely agrees to be responsible for the care and maintenance of the K-9 dog. The Township of Howell will be responsible for any veterinarian expenses.

The K-9 officer, the SOA, and the Township of Howell have come to an agreement as to the amount of off-duty hours performed per week related to the K-9 care, maintenance, and personal training. The K-9 officer will be paid ten (\$10.00) dollars per day, which is equal to \$3650.00 per calendar year. This rate of pay will be included in the officer's base salary and will be included in his bi-weekly pays.

The K-9 Officer will have the option of purchasing the K-9 dog for one (\$1.00) dollar when it is deemed that the K-9 dog can no longer fulfill its duties as a K-9 dog.

**ARTICLE XXV
SAVINGS CLAUSE**

SECTION 1

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application shall not be affected thereby.

SECTION 2

If any provisions are so invalid the Employer and the S.O.A. will meet for the purposes of negotiating changes made necessary by applicable law.

ARTICLE XXVI
SENIORITY

SECTION 1

Seniority in the department is established first by rank and secondly by time served in rank whether on a regular, assigned or temporary basis. Where conflict occurs because of identical service or dates of appointment, the member with the higher position on the entrance examination eligibility list from which the appointments were made is deemed to be the senior. In situations requiring decision or control where the officers are of equal rank, the senior will make the decision and exercise control unless otherwise directed by the higher ranking command or supervisory officer.

SECTION 2

- (a) Upon hiring a new officer to serve in the police department, the Township shall have the right, in its sole discretion, to grant credit for that officer's prior service as a full-time, regularly sworn police officer outside the Township, for purposes of salary guide placement, longevity and/or vacation entitlement.
- (b) Any credit for prior employment as set forth above shall not count in the computation of seniority for the purpose of determining benefits, such as the choosing of vacation and the allocation of overtime or other similar benefits, shall be done first by rank and second by time service in rank whether on a regular, assigned or temporary basis. Except for specifically provided in the "Patrol Division Supervisor Coverage", enumerated in Article IX, Section 1.1, Overtime. The order of layoffs shall be determined by the length of service as a police officer in the Township of Howell.
- (c) Notwithstanding the above, the Township shall not be required to grant credit for some or all prior police experience, as set forth in Paragraph 1, upon initial hiring.

**ARTICLE XXVII
PROMOTIONAL TESTING PROCEDURES**

SECTION 1

- (a) The Township shall give notice of promotional examinations no earlier than sixty (60) days prior to the scheduled examination. The study/preparation time for the examination should be that which is recommended by the vendor giving the examination. Officers are required to provide the Department with notice of their intention to take the promotional examination within fourteen (14) days of the Township notice of the exam. Notice shall be provided as follows:
- (1) Posting of notices on official department bulletin boards.
 - (2) A copy of the notice shall be emailed to all eligible employees.
 - (3) A copy of the notice shall be delivered to the SOA President either in person or by certified mail.
 - (4) A copy of the notice shall be mailed by certified mail to all employees who are not scheduled to work because of a work-related injury.
- (b) A copy of the test results, including any and all correspondence between the vendor giving the examination and the Township in regards to the testing results, shall be given to each participant, the Manager and the SOA President.
- (c) The promotional list, which results from the test, shall be valid and used by the Department for a period of 3 years from the date of the posting of the final test scores.
- (d) If part of the promotional examination is an oral interview, the oral interview shall be recorded and kept until the promotional list has expired. All recordings will be stored in a manner agreed upon by the vendor, Township and Union. The recording can be either audio or video/audio. This will only be mandatory if the oral interview is graded where the participants are given a number score on their performance, other than psychological interviews.

ARTICLE XXVIII
DURATION

SECTION 1

This Agreement shall take effect as of the signing date retroactive to January 1, 2014 up to and including December 31, 2016.

SECTION 2

In the event that no new agreement is reached prior to the termination date of this Agreement, then this Agreement shall remain in full force and effect until a new agreement is executed.

**ARTICLE XXIX
COMPLETENESS OF AGREEMENT**

SECTION 1


This Agreement constitutes the entire collective bargaining agreement between the parties and settlement for the term of the Agreement all matters, which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.


SECTION 2


Except as specifically provided for in this Agreement the Parties agree that during the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

FOR THE TOWNSHIP:

FOR THE SOA:


Township Manager, Jeffrey Filiatreault


Scott Wall, SOA President


William Gotto, Mayor


Thomas Weg, SOA Vice President