

3-12

Contract no. 225

12-1

A G R E E M E N T

*South Brunswick*  
BETWEEN

THE TOWNSHIP OF SOUTH BRUNSWICK  
MIDDLESEX COUNTY, NEW JERSEY

AND

PBA LOCAL 166

---

✓ January 1, 1988 through December 31, 1990

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LAW OFFICE OF:

MARK S. RUDERMAN  
56 Park Place  
Newark, New Jersey 07102  
(201) 624-7755

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ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations; cooperation and understanding between the TOWNSHIP OF SOUTH BRUNSWICK, hereinafter known and designated as the "Employer," or "Township," and Local No. 166, THE SOUTH BRUNSWICK AFFILIATE of THE PATROLMEN'S BENEVOLENT ASSOCIATION, hereinafter known and designated as the "PBA" and its members, to insure sincere bargaining, establish proper standards of salaries, working conditions, hours and other conditions of employment. The continuous efficiency, excellence of the Police Department and safety of its members shall be considered foremost, at all times, by all parties to this Agreement.

ARTICLE II

RECOGNITION

The Township hereby recognizes the PBA as the sole and exclusive representative of all Patrolmen and Detectives of the Police Department for the purpose of collective negotiations with respect to terms and conditions of employment.

ARTICLE III

SALARY

1. Salary:

A. The Township will pay each Officer every other week.

B. All new Patrolmen shall be placed in Salary Step C.

After completion of the said probationary period, they shall be placed in Step D of the Salary Plan on the next succeeding January 1, provided that the probationary period ended within the last six (6) calendar months of the year. If the probationary period ends in the first six (6) calendar months of the year, the Patrolman will advance to Step D upon completion of the probationary period and will be paid retroactively to the last preceding January 1. Following thereafter, on January 1, PBA members shall be advanced one Step on the Salary Plan until the maximum Step F is achieved.

C. Eligibility for senior positions as defined by Paul Kell arbitration award is as follows:

Any officer who was not within the salary guide for three years and who did not receive an increment for three years and only received a general wage increase for three years. Any officer who received an increment to Step F in a year shall not be counted towards the three year contractual criteria.

D.

| Classification | 1988 Compensation Plan<br>Range/Step |        |        |        | Senior<br>Positions |
|----------------|--------------------------------------|--------|--------|--------|---------------------|
|                | C                                    | D      | E      | F      |                     |
| Patrolman      | 23,647                               | 27,265 | 29,073 | 33,053 | 34,541              |
|                | 1989                                 |        |        |        |                     |
| Patrolman      | 25,184                               | 29,037 | 30,963 | 35,202 | 36,786              |
|                | 1990                                 |        |        |        |                     |
| Patrolman      | 26,821                               | 30,925 | 32,976 | 37,490 | 39,177              |

ARTICLE IV

VACATIONS

1. Vacations

A. Full time regular Officers shall be granted a vacation leave, with pay and benefits, each fiscal (calendar) year in accordance with the following schedule:

(1) Officers with five (5) or less years of service shall earn one (1) working day of vacation for each month of service to a maximum of twelve (12) days.

(2) Officers with over five (5) years of service shall be entitled to working days of vacation leave with pay and benefits, each fiscal year in accordance with the following schedule:

|   |         |
|---|---------|
| Upon completion of five (5) years<br>of service .....         | 17 days |
| Upon completion of ten (10) years<br>of service .....         | 19 days |
| Upon completion of fifteen (15)<br>years of service .....     | 21 days |
| Upon completion of twenty (20) years<br>of service .....      | 23 days |
| Upon completion of twenty-five (25)<br>years of service ..... | 25 days |

(3) Effective January 1, 1989 each level specified in number 2 shall be increased by one (1) day.

B. All vacations shall be chosen between January 1st and December 31st of each year according to seniority, regardless of rank. Officers with less than six (6) months service shall not



be entitled to take their earned and accrued vacation leave until the expiration of six (6) months of employment with Township.

C. Each Officer, without restriction, shall be entitled to carry over up to ten (10) earned and accumulated vacation days into the next calendar year. All carried over vacation time shall be utilized by the Officer in the calendar year in which the vacation entitlement was carried into. No carried over vacation time may be further carried over or accumulated unless the Officer is unable or prevented from taking any vacation due as a result of Municipal Business, working conditions or job related injuries; his earned accumulated vacation shall be carried over into the next calendar year no matter the number of unused earned vacation days. All unused earned vacation days may be accumulated without limit so long as the conditions of this paragraph are met.

D. The last year's earned vacation time may be taken as terminal leave upon the Officer's retirement and shall be pro rated for his last year of service. Arrangements will be made so that the Officer does not lose any benefits, rights or privileges to retirement and is allowed to work the remaining required time to become eligible for any benefits.

E. Partial vacation days shall only be permitted by the Chief of Police or his designee in extreme emergencies. Changes in the scheduling of vacations will not be permitted without the prior approval of the Chief of Police or his designee. If, for any reason, an employee's vacation is cancelled or not taken as scheduled, the vacation shall be rescheduled.

ARTICLE V

PERSONAL DAYS

1. Each Police Officer shall receive three (3) personal days each year which cannot be accumulated beyond December 31, except as provided herein.

2. Written notification, supplied twenty-four (24) hours in advance to the proper authority shall be required for only one (1) of the personal days allowed.

3. Oral notification supplied two (2) hours in advance, to the proper authority, shall be required for each of the remaining personal days allowed.

4. The arbitrary refusal to grant an Officer personal leave shall be considered a breach of this clause and liquidated damages of one (1) day's pay shall be awarded to the Officer if at the end of the calendar year he has any personal days left, which because of the refusal he was not able to utilize or take advantage of. The liquidated damages shall be paid to the Officer separate and apart from all other remuneration and benefits and shall be payable in lump sum within thirty (30) days after the expiration of the calendar year. The Officer shall be paid one (1) day's liquidated damages for each day he was unable to take personal leave according to the terms herein.

ARTICLE VI

HOURS OF WORK AND OVERTIME

1. Hours of Work:

A. Tours of Duty. Officers shall work an equivalent of five (5) days in a forty (40) hour work week.

B. Work Schedule. Officers shall work in accordance with the schedule posted on a monthly basis by the Chief of the Department.

C. Meals. Each Officer shall be entitled to the full forty-five (45) minute paid meal time in each eight and one-half (8-1/2) hour shift.

2. When Overtime Occurs:

A. Overtime shall be paid to an Officer when he is required or requested to work in excess of a regularly scheduled and completed eight and one-half (8-1/2) hour tour, or on a regular scheduled day off. Officers shall be paid compensation at the overtime rate when they are either requested or ordered to duty beyond their regular Tour of Duty by the Chief of Police, Lieutenant, Sergeant, or other Officer in charge of any given Tour.

B. Overtime shall be paid to an Officer when he is recalled to duty, not on his normal shift.

C. Any appearances in any Court or Administrative Agency in any proceedings, or in the Prosecutor's Office in connection with any investigation or criminal case, qualifies as time spent

for inclusion in the Overtime category, so long as the appearances were on proper order.

D. To the extent that any Tour requires overtime services, each Police Officer shall be given an equal opportunity to work overtime as requested or required according to seniority on a rotation basis in accordance with the existing overtime call-up list.

E. No Officer shall be required to work in excess of the equivalent forty (40) hours per week without being paid overtime pay.

F. Any Officer engaged in legitimate off-duty police related activities pertaining to criminal, quasi-criminal, or disorderly person's offense shall be compensated in compensatory time at the rate of time and one-half, not to exceed four and one-half (4-1/2) hours per incident.

G. This language is premised upon the current 4-2 schedule. Should the Township change that schedule, the overtime language in this paragraph shall be negotiated prior to the implementation of any new schedule.

3. Overtime Pay Rate:

A. Overtime shall be paid to all Officers at the hourly rate of time and one-half. The hourly rate is to be determined by dividing the Officer's established annual salary by 1920.

B. An Officer recalled to duty or required to appear in Court, not on his normal shift or contiguous to, shall be paid a minimum of two (2) hours overtime.

4. Standby for Civil Disorder or Threats:

A. Any Police Officer placed or called into a "standby" or "alert" status and who remains subject to a call or recall to duty and is mandated to remain at home or within a designated geographical area which area shall have been designated and approved by the Chief of Police, shall be compensated twenty-five (25%) percent of his regular base pay from the time of the standby, alert or state of readiness until such time as the alert or standby status is officially cancelled and communicated to him.

ARTICLE VII  
COMPENSATORY TIME

1. When attending Police courses on scheduled days off, the Officer, at his option, may elect to either be paid time and one-half overtime pay or to be compensated in compensatory time at the rate of time and one-half. In the alternative, the Officer may elect to take his regularly scheduled day off at a time prior to attending the first day of a course or subsequent to completion of the course in compensation for his regularly scheduled day off.

2. All compensatory time may be accumulated or taken at the Officer's leisure, subject to approval of the scheduling officer, which approval shall not be unreasonably denied. Upon resignation, retirement or death, all compensatory time, to a maximum of twelve (12) days shall be paid in cash to the Officer, or his beneficiary, at the rate of pay then existing at the time of resignation, retirement or death.

ARTICLE VIII

SICK LEAVE

1. The Employer agrees that the Employee shall be allotted a sum total of fifteen (15) sick days per year. After an Employee has been absent from work due to illness for a period of three (3) or more consecutive work days, the Township may request an Employee to submit to a medical examination, at Township expense, by a physician selected by the Township for the purpose of establishing employee's ability to return to work.

2. A. Sick leave may be accumulated without limit to the Employee's length of service.

B. Upon separation of employment for reasons other than disciplinary actions, an Officer shall be entitled to receive a cash payment equivalent to twenty-five percent (25%) of the value of accumulated sick leave at the time of separation of employment. If the Individual Officer has in excess of ten (10) years of service at the time of separation of employment, then he shall be compensated at the rate of thirty-three percent (33%) of the value of his accumulated sick leave.

C. Upon retirement within the meaning of PFRS or death, an Officer shall be entitled to receive a cash payment for accumulated sick leave. The Officer shall be paid the value of his accumulated sick leave remaining at the time of retirement to a maximum of forty-five (45) days or fifty percent (50%) of

accumulated sick leave, whichever is greater, with a maximum cash payment limited to Twenty Thousand Dollars (\$20,000.00).

D. An Officer using seven (7) or less sick days in the calendar year shall be compensated for the unused days at the rate of ten dollars (\$10.00) per day. If the employee uses three (3) or less sick days, the employee shall receive fifteen dollars (\$15.00) per day. Unused sick days will continue to accumulate. To be eligible for this benefit, the employee must be in service as of January 1st of the year benefits are calculated.

E. An Officer who as of the first of the calendar year has accumulated fifty (50) or more sick days, shall have the option for that year of being paid Forty Dollars (\$40.00) for each of his fifteen (15) annual sick days not used with no accumulation for days for which payment is made or the Officer may decline payment and permit unused sick days to accumulate.

F. Payment of the benefits provided for in Subparagraphs 2D and 2E shall be no later than February 15 of the year following the determination of eligibility and sick time use.

G. An employee who is discharged or who resigns because of pending disciplinary action shall not be entitled to the benefits enumerated in Subparagraphs 2D and 2E of this Article.

3. If a Patrolman excuses himself from his regular tour of duty due to an injury or illness non-job related, then there shall be a charge against the Officer's sick time for only those



whole hours remaining on his regular shift which are not worked. For the purposes of all sick time, a "day" shall mean eight (8) hours.

4. No charge against an Officer's individual sick time is to be made for any job-related injury or illness.

5. If a Police Officer is exposed to a contagious or communicable disease or condition, while on duty, that can be transmitted to other Township Employees or to a citizen, then the Officer is mandated to take sick leave, which shall not be charged against the individual Officer's sick time, and the Officer shall return to duty only when certified upon medical examination and report. The Officer shall at the outset produce medical certification that he was exposed to such contagious or communicable disease or condition and such certification shall state he should not appear at work and is quarantined.

6. A. Any Police Officer acquiring an injury or illness in the line of duty shall receive full pay, privileges and benefits to a maximum of three hundred sixty-five (365) days. Such sick leave shall not be chargeable against the individual Officer's sick time. At the expiration of ninety (90) days of continuous sick leave, from the date of initial injury, the Officer shall provide the Township with certification from a licensed physician that the Officer still suffers a disability and cannot resume his full duty. The Township reserves the option to have the Officer examined by a licensed physician of its choice in order to determine the extent of disability and the

individual Officer's fitness to return to work. Such procedure shall or may be implemented at ninety (90) day intervals until the expiration of three hundred sixty-five (365) days.

B. In the event of a conflict between the Officer, his expert and the Township and its expert, the Officer is entitled to a hearing in order to determine his fitness to return to duty and his eligibility for retirement. The hearing shall be scheduled by the Township Committee, giving the part is a reasonable opportunity to prepare. The hearing shall be conducted fairly with a liberal interpretation of the Rules of Evidence. The Township Committee shall render its decision by majority vote, within fifteen (15) days after the conclusion of the hearing. The decision of the Township Committee shall be by resolution, adopted, and the Officer involved shall have the right to appeal to the Superior Court of the State of New Jersey from any adverse decision of the Township Committee by filing with such Court within forty-five (45) days of the date of publication of the Township Committee's Resolution in a legal publication. A copy of the Township's Resolution shall be delivered to the individual Officer concerned or his representative by Certified Mail, Return Receipt Requested within ten (10) days of the date of Resolution.

C. Any job-related illness or injury which in the opinion of medical experts, at the time of the hearing, can be alleviated or improved to such an extent that the Officer may return to full duty within twenty-four (24) months from the onset

of the injury or illness, shall entitle the Officer to be reinstated to full duty with all privileges, benefits and seniority, upon medical proof of fitness for duty.

D. When a full-time Township Employee is injured in the line of duty, the Township Committee shall pass a Resolution or an act enabling legislation giving the Employee up to one (1) year's leave of absence with pay. Such resolution or legislation shall be consistent with this Agreement.

E. Prior to the passage of a Resolution pursuant to this Agreement, a Contract shall be executed between the Employee and the Township, setting forth that the Employee shall reimburse the Township for any monies paid to him for lost wages, pursuant to the Workmen's Compensation Law, so long as the Township continues to pay the Officer concerned his full regular pay, either as wages or as sick pay. In the event the Officer refuses to reimburse the Township temporary wage benefits, or enter into the Contract, or endorse his compensation check, for lost wages, to the Township, and the Township has been paying the Officer his full regular pay, then the Township may deduct such amount of compensation payment from the Officer's regular pay.

F. Any monies received from Workmen's Compensation by the Officer to compensate him for a permanent disability shall be the property of the Officer.

7. A. If an Officer is injured or becomes ill due to a non-job related incident or condition, the Officer, at the expiration of his accumulated sick time, shall be granted up to

thirty (30) days advance sick leave upon medical proof that his illness or condition does not render him fit for duty. In the event an Officer has utilized in full the thirty (30) days of advanced sick leave and upon expiration of same, presents medical proof of his continuing disability, then and in that event, the Township Committee may grant to the individual Officer an additional thirty (30) days advance sick leave.

B. All advance sick leave utilized by an Officer must be reimbursed by him to the Township. Such reimbursement by the Officer shall begin at anytime after his return to full duty, but in any event, no later than the next succeeding January 10th from the day he returned to full duty. The Officer concerned may return the time with any combination of overtime, sick days, vacation days and compensatory time, but in no event more than six (6) earned sick days in a year. Reimbursement shall be at a minimum of one-third of the time taken per year if thirty (30) days or less of advance sick leave was utilized. If more than thirty (30) days of advance sick leave was utilized by the Officer, then he shall reimburse the Township at a rate of less than twenty-five percent (25%) per year.

C. Before receiving advance sick leave, the Officer will execute a Contract with the Township which shall incorporate the provisions of this Clause. In the event an Officer resigns, voluntarily, and terminates his employment with the Township prior to his having fully reimbursed the Township for advanced sick leave utilized, then, and in that event, the Officer shall

pay to the Township an amount of money equivalent to one (1) day's pay for each day of time owed. The rate of pay shall be the rate of pay received or eligible for at the time the Officer took the advanced sick leave. The "first in, first out" rule shall apply.

D. At the expiration of one (1) year from the onset of the injury or illness, the parties are entitled to no less than three (3) independent medical examinations and reports and a hearing in order to determine the Officer's fitness to return to duty or retirement. Any non-job related illness or injury which in the opinion of medical experts, at the time of the hearing, can be alleviated or improved to such an extent that the Officer may return to full duty within twenty-four (24) months of the onset of the injury or illness shall entitle him to be reinstated with full privileges, benefits and seniority, upon medical proof of fitness for duty.

8. A. Employees, while rendering aid to another community at the direction of their superiors, or while rendering aid in another community, whether on duty or off duty, as long as such conduct was within the scope of duties of a law enforcement officer, shall be fully covered by Workmen's Compensation and Liability Insurance and Pension as provided by State Law.

B. The determination as to whether or not an injury or illness was sustained in the performance of duty, shall be in accordance with the findings of the Division of Workmen's Compensation, or in the event that such findings are appealed to

the Courts, upon the findings of the Courts of the State of New Jersey.

9. Sick leave may be utilized by employees in the event of an injury or illness to himself or for any injury or illness within the members of his family. "Members of his family" shall mean wife or husband, son or daughter, father or mother, father-in-law or mother-in-law of the Employee. In the case of parents or mother-in-law or father-in-law of the Employee, this Clause shall only apply when the illness or injury requires the presence, directly or indirectly, of the Employee.

10. If an Officer becomes sufficiently ill so as to require in-patient hospital care while he is on vacation, he may charge such period of illness and post-hospital recuperation against sick leave, at his option. The Officer must submit a doctor's certificate as to the need for in-hospital care and post-hospital recuperation.

ARTICLE IX  
EXTENDED SICK LEAVE

Any Officer incurring an illness or injury in a non-job related incident or accident and receiving compensation under accrued sick time or receiving advanced sick time pursuant to Article VII shall be transferred to a category entitled "Extended Sick Leave" after thirty (30) calendar days of continuous illness or injury. Any compensation to which the Officer is otherwise entitled and which is to be paid to the Officer after the thirtieth (30th) day of continuous illness or injury shall be paid as "Sick Pay" and shall not be considered wages.

This Article shall be affect any provisions in the South Brunswick Revised General Ordinances relating to sick pay and/or sick leave and any provisions in the Personnel Policy Procedures Manual derived from the South Brunswick Revised General Ordinances relating to sick pay and/or sick leave; to the extent this Article may be inconsistent with same, this Article shall have no effect.

ARTICLE X

BEREAVEMENT LEAVE

1. Each full-time Employee shall be granted time off with pay, not to exceed four (4) days in the event of a death in his immediate family. Notwithstanding anything contained herein the Officer, at his option, may request an additional day of Bereavement Leave and shall receive same upon approval of the Chief of Police.

2. The term "immediate family," for the purposes of this article, shall mean the grandparents, father or mother, wife or husband, brother or sister, son or daughter, mother-in-law or father-in-law of the Employee.

3. Any Police Officer, after the expiration of the fourth (4th) day of Bereavement Leave, or after the fifth (5th) day, if same was granted by the Chief of Police, has the option of using accumulated vacation and personal days in order to extend his time off due to extenuating circumstances resulting from the death of a spouse or child or parent. If an Officer has four (4) or less days remaining, he shall have the right to charge against next year's vacation and personal days, the difference between the number of days he has remaining and five (5) days. If an Officer has no vacation or personal days remaining, then he shall have the right to take up to five (5) days advance leave against the next year's vacation and personal days' entitlement as selected by the Officer, upon application.

4. Reasonable verification of event may be required by the employer.



ARTICLE XI  
OFF/DUTY WORK

1. Each Officer shall receive compensation for each hour of quasi-duty performed. Compensation for each hour of quasi-duty performed in a calendar year shall be not less than \$17.00.

2. The Department agrees to post all requests for off-duty work. A list shall be established and off-duty work will be assigned in order of seniority. Once an officer works a job, he shall be charged with the number of hours worked on that job. The next job opportunity will be offered to the most senior man with the least amount of accumulated hours. As of January 1 of each year, the seniority list shall be reposted with all the officers beginning again with zero charged hours.

ARTICLE XII

SECONDARY EMPLOYMENT

A. An Employee may accept and be employed in any occupation during his off-duty hours, provided such occupation is not in violation of any Federal, State or Local Law, and provided that such occupation does not cause a conflict of interest with his job as a Police Officer. The Employee shall be required to obtain the permission of the Employer before he obtains other employment. Permission to engage in off-duty occupations or work shall not be arbitrarily or unreasonably denied, nor shall harsh or restrictive terms and conditions be set. An Employee is limited to a maximum of twenty-five (25) hours per week in any occupation or occupations during his off-duty hours. No Officer shall engage in outside employment for more than four (4) hours on any regularly scheduled work day.

B. Neither the nature of the work nor the number of hours performed as Quasi-Duty by an Officer shall affect an Officer's right under this Article nor limit the number of hours he may work in an off-duty occupation as provided in this Agreement.

C. It is understood that the full-time employees will consider their position with the Town as their primary employment. Any outside employment or activity must not interfere with the employee's efficiency in his position with the Town and must not constitute any conflict of interest.

ARTICLE XIII

LONGEVITY PLAN

1. All Policemen hired prior to 1/1/83 upon completion of three (3) years continuous employment service shall receive longevity increase computed at the rate of two (2%) percent of such employee's base pay; thereafter such Employee shall receive annual longevity increases computed as follows:

- After completion of 5 years ..... 4%
- After completion of 8 years ..... 6%
- After completion of 11 years ..... 8%
- After completion of 15 years ..... 10% (up to \$5,000)

Such longevity payments shall be payable on the last pay period of November each calendar year. Provided, however, any employee may receive his longevity payment payable in equal installments in each pay period upon written request to the Township Administrator, during the last three (3) years prior to the employee's retirement.

2. Effective January 1, 1989 all employees hired after 1/1/83 shall receive the following longevity benefits:

- After completion of 5 years of continuous service,  
an annual payment of ..... \$1,000.00
- After completion of 10 years of continuous service,  
an annual payment of ..... \$1,500.00
- After completion of 15 years of continuous service,  
an annual payment of ..... \$2,000.00
- After completion of 20 years of continuous service,  
an annual payment of .....\$2,500.00
- After completion of 25 years of continuous service,  
an annual payment of .....\$3,000.00

Such longevity payments shall be payable on the last pay period of November each calendar year. Provided, however, any employee may receive his longevity payment payable in equal installments in each pay period upon written request to the Township Administrator, during the last three (3) years prior to the employee's retirement.

3. All Policemen who were newly hired by the Township on or after January 1, 1979, and former employees not meeting the definition and qualification of "continuous employment service" shall receive salary or wage stability increases in accordance with Paragraph 2 of this Article.

4. Longevity shall be considered part of the Officer's regular pay for the purpose of retirement benefits.

5. "Continuous employment service" shall mean continuous employment by the Township and/or such other employment or position covered by N.J.S.A. 40A:9-5, without breaks in service from year to year, except for annual vacation, earned sick leave, extended sick leave, service in the Armed Forces of the United States, any period the Officer was not engaged on active duty as a result of a pending or finally determined disciplinary action, lay-offs, time off as may be particularly specified in this Agreement and authorized leave of absence up to one (1) year. The period of a lay-off shall not constitute a break in service, but the period of lay-off shall not be credited to the officer's record for all related benefits.

6. No payment under this Article shall exceed \$5,000.

ARTICLE XIV

UNIFORM CLOTHING/CLEANING ALLOWANCE

1. Each member of the Police Department shall receive from the Township an allowance, above all other remuneration, for the replacement of clothing and equipment. The uniform clothing/cleaning allowance to be paid to each member of the Police Department shall be \$1,050 per annum.

2. The uniform clothing/cleaning allowance shall be paid in two (2) equal installments payable February 15 and July 15; if said days fall on a holiday or weekend, then on the next business day.

3. In addition to the provisions of the foregoing paragraphs, the Township shall purchase and furnish to each newly employed Officer, one (1) hand gun, not more than three (3) years old which shall be in good working order. Said gun shall be returned to the Township upon the termination of the Officer's employment.

4. In the event the issued hand gun of any member Officer is determined to be defective in any manner, including sights, work barrels, then the Township shall replace said Officer's hand gun immediately.

5. If at any time the Township makes any uniform change, the initial cost of requiring each Officer to change his uniform shall be borne by the Township and shall not be borne out of any part of the Officer's uniform or cleaning allowance.

6. Any officer who has had his uniform damaged in the line of duty shall have that portion or all of his uniform completely

replaced and the costs shall be borne by the Township. The Township retains the option to replace on an item for item basis. At the Officer's option, he maintains the ability to obtain current replacement value from the Township for the item he wishes to replace himself with a better grade or quality item. An officer will be required to produce receipts showing that his replacement cost item cost more than the replacement value. Any type of personal property, belonging to an officer which is damaged in the line of duty shall be reimbursed up to a maximum of \$80.00 per incident.

7. The term "in the line of duty" for the purposes of Paragraph 4 of this Article, only shall mean police activity or action of an affirmative or defensive nature. Such action shall include, but not be limited to situations such as: searches, seizures, arrests, physical conflict, use of force, confrontations, result of third party actions, aid to distressed parties, accident scenes, administration of first aid, investigations, civil disputes and disturbances, riot control, civil defense emergencies and the like. It shall not include a fall, contacts, the soiling or damage to the uniform or personal effects that did not occur as the result of or arise out of situations calling for affirmative or defensive action in the line of duty.

8. The employee must make a full report for items damaged and how it occurred plus turn in damaged equipment by end of shift when practicable.

9. The clothing allowance/maintenance specified in Paragraph 1 shall be pro rated during the employee's first and last year of service.

ARTICLE XV

HOLIDAYS

A. Thirteen (13) official holidays with pay shall be observed by the Township to be designated by the Township Committee each year.

B. Any Officer in patrol and traffic divisions shall receive one (1) compensatory day for each holiday he is required to work as part of his regular shift beyond seven holidays.

C. Any employee who is on an unpaid leave of absence excluding Worker's Comp or legitimate sick leave shall not be eligible for paid holidays which fall during the employee's leave of absence.

D. During the employee's first and last year of service an employee shall earn holiday pay pro rated for actual service.

ARTICLE XVI

ASSIGNMENTS

Each Patrolman assigned to the Investigative Unit or Juvenile Bureau shall receive a five percent (5%) increase in pay over the salary he would be making as a Patrolman for the period of time that he is assigned to such position inclusive of vacation time.



ARTICLE XVII

MEDICAL-HEALTH BENEFITS

1. The Employer agrees to assume the full cost of family coverage of the present Travelers' Plan or equivalent coverage and Major Medical offered to the Employees. In addition, the Employer agrees to pay the full cost of the dental service plan for basic and additional dental coverage and extended dental coverage under the plan presently provided by Connecticut General.

2. The Township shall pay for and continue to provide each Officer with a prescription drug benefit plan and vision care plan, as is presently in effect, covering the member Officer, his spouse and dependent children. The prescription drug benefit plan may be obtained through the State of New Jersey, an independent insurance company or by a Rider to any other policy presently in existence. Said prescription drug benefit plan shall provide for full reimbursement of the cost of prescription drugs, less one (\$1.00) dollar. The employee shall receive up to \$15 to defray cost of glaucoma test if not included as part of regular eye exam.

3. The Township, in its discretion, may contract for such plan with an independent insurance company or provide for it as a Rider to any other existing policy or self-insure, so long as the benefits thereunder are equal to or better than the benefits provided in the existing plan.

4. The Employer may change insurance carriers provided that the overall benefit level remains the same and that there are no costs assessed against the Employee. The Employer will provide a comparison analysis of benefits prior to any contemplated change.

5. Increased costs for option plans (like HMO), which are selected by the Employee, if authorized by the Employer, shall be borne by the Employee, if any.

6. Each Employee shall be given a booklet describing his health, death and disability benefits in detail. Each Employee shall receive copies of the respective insurance policies, instructions on making claims, forms where available, and identification cards, where applicable.

7. Retirees have the option of continuing insurance coverage by paying the Township the premium if allowed by the insurance carrier.

ARTICLE XVIII

DISABILITY AND DEATH BENEFITS

1. The Township shall continue in full force and effect a "Special Risk Accident Policy" covering each member of the Police Department. Such Special Risk Policy shall be equivalent to the policy presently maintained and in existence with the Hartford Accident & Indemnity Company, Policy Number SR 331457. Such Special Risk Accident Policy now and in the future shall contain at a minimum, a maximum accidental death benefit of Ten Thousand and 00/100 (\$10,000) Dollars and at a minimum, a maximum accidental dismemberment benefit in the amount of Ten Thousand and 00/100 (\$10,000) Dollars, provided such injury is sustained while actually on duty under the supervision of the policyholder (The Township) or while participating in fund raising drives, training classes, tests, drills or trial of a piece of apparatus connected directly with such duties. All riders to the present existing policy shall be required and maintained by the Township, unless same are involuntarily cancelled. A copy of the Special Risk accident Policy is annexed hereto and made a part hereof.

2. In the event of an Officer's death, all accumulated or accrued sick time shall be paid in accordance with Article VIII, and in addition all vacation time, holiday pay, compensatory time and all other payment convertible to cash, less any amounts owing to the Township, payable in accordance with the terms of this Agreement and as otherwise provided by the Township, shall be

provided to the Officer's beneficiary, in accordance with the Officer's Last Will and Testament. In the event that the Officer dies Intestate, then all benefits payable shall be distributed to his survivors in accordance with the Laws of Intestacy in the State of New Jersey (Title 3A:2A:33), unless the Officer has designated the beneficiaries of the benefits hereunder by filing a Certificate naming them on a form to be provided by the Township and made a part of the Officer's personnel file. Certificate changes re-designating the beneficiaries of the benefits hereunder may be made by the Officer at anytime. All accumulated or accrued sick time, vacation time, holiday pay and compensatory time payable shall be calculated, determined and pro rated to the time of death as if the Officer had on that date retired.

ARTICLE XIX  
EDUCATION AND TRAINING

1. All members of the PBA earning college credits in courses related to Police Science Degrees, from a recognized or accredited school, shall be compensated at the rate of \$25.00 per year per credit (\$60 upon signing of this Agreement) except when sent for training which is paid for by the department. All members of the PBA non-matriculating at a recognized or accredited school and earning college credits or passing courses in Police Sciences shall be compensated at the rate of \$25.00 per year per credit (\$60 upon signing of this Agreement) (or per credit value). Officers shall be compensated upon submission to the Township of proof of said completion of the course or courses undertaken; reimbursement shall constitute total payment for the credits.

2. Any Officer attending the Police Academy or other police training academy recognized by the New Jersey Police Training Commission, with the consent or approval of the Chief of the Department, shall be compensated straight time to complete the course. An Officer shall be paid for meals and transportation, if not provided, while attending the Police Academy or any other institution that he is ordered or authorized to attend by the Chief of the Department or his designee. Overtime compensation when attending education and training as provided in the Paragraph shall apply when the Officer is

attending such course on his regularly scheduled day off and then in accordance with the Article entitled "Compensatory Time."

3. Each member of the Police Department shall without discrimination and with an equal opportunity according to seniority, provided he has not previously attended the same school, be permitted to attend certified police training schools for the purpose of job education and job training. All fees, for ordered or authorized training, shall be borne by the Township. Officers attending ordered or authorized courses of training shall be compensated with full pay and benefits. When attending police courses on scheduled days off, compensation for other than meals, transportation and lodging shall be as provided for in this Article and in the Article entitled "Compensatory Time."

4. In the event that any school or academy requires overnight attendance, or if the location of such training institution is of such distance away from the Officer's home that overnight attendance is both desirable and convenient and facilities and means are not provided, the Township will reimburse each Officer his lodging and meal expenses for meals and accommodations not provided by the training institution or the PBA Local or the State Association. Reimbursement shall be made to the Officer to a maximum of three dollars (\$3.00) for breakfast, three dollars (\$3.00) for lunch, six dollars (\$6.00) for dinner and twenty-five dollars (\$25.00) a day lodging, upon presentment of receipts for expenditures. Where possible, the Township will make advance reservations for lodging.

5. Subject to availability and funding, all Patrolmen and Detectives shall receive education, training and experience in all areas of Police Science, including, but not limited to the following areas of criminal investigation and forensic sciences and police technology:

- A. Homicide investigation;
- B. Latent prints;
- C. Breathalyzer operation;
- D. High powered rifle marksmanship;
- E. Automatic weapons marksmanship;
- F. Crime scene detection and gathering of evidence;
- G. Narcotics;
- H. Riot control;
- I. Hostage negotiations.

6. When the Chief of Police or his designated representative or training officer receives notice of the availability of state accredited police training courses, he shall immediately post all notices of same, conspicuously for all members of the Police Department.

7. Each member of the Police Department who shall have received an Associates Degree from a recognized or accredited school shall be entitled to an annual increment of Four Hundred Fifty (\$450.00) Dollars which shall not be considered part of his base salary. Each member of the Police Department who shall have received a Baccalaureate (Bachelor's) Degree from a recognized or accredited school shall be entitled to an annual increment of One

Thousand (\$1,000.00) Dollars which shall not be considered part of his base salary. Each member of the Police Department who shall have received a Master's Degree from a recognized or accredited school shall be entitled to an annual increment of One Thousand One Hundred (1,100.00) Dollars which shall not be considered part of his base salary. Regardless of the number of types of degrees to which the Officer may be a recipient, he shall be entitled to only the maximum permissible increment payment for the highest degree held. Increment payments are separate and apart and above the individual Officer's base salary. Increment payments to recipients of recognized degrees shall be made in lump sum in the last pay period of November, in each calendar year.



ARTICLE XX

SCHEDULING

1. Scheduling of duty shall be uniform and consistent. changes therein shall not unduly inconvenience any Employee.

2. Each Police Officer shall be entitled to sixteen (16) hours of off-duty time between each regularly scheduled eight (8) hour shift. This Clause shall not apply where the Officer agrees or is required to work overtime or where manpower is required in declared emergency situations.

ARTICLE XXI

SHIFT DIFFERENTIAL

A. Officers on duty on the "3" shift between the hours of 2:45 p.m. and 11:15 p.m. shall be entitled to a rate differential increase in pay of three (3%) percent of his individual base salary (convertible to hours for each hour actually on duty).

B. Officers on duty for the "1" shift (10:45 p.m. - 7:15 a.m.) shall be entitled to a rate differential increase in pay of five (5%) percent of his individual base salary (convertible to hours) for each hour actually on duty.

C. The hourly rate for purposes of determining shift differential pay, only, shall be determined by first dividing the individual Officer's established annual salary by 2080, the resulting figure shall then be increased by three (3%) percent or five (5%) percent of its own value as the case may be.

ARTICLE XXII  
LEAVE OF ABSENCE

A Leave of Absence without pay may be granted for good cause to any Police Officer for a period of up to one (1) year. Such leave shall be granted at the sole discretion of the Township after recommendation from the Chief of Police.

ARTICLE XXIII

MILITARY LEAVE

1. All Employees shall be granted a leave of absence for field training in accordance with the following provisions:

- a. An employee of the Police Department who is a member of the Organized Reserve of the Army, U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Army, U.S. Cost Guard, U.S. Marine Corps Reserves, or the National Guard, or any other organization affiliated therewith, shall be entitled to a leave of absence from his respective duties without loss of pay or time on all days on which he shall be engaged in field training; such period shall not exceed two (2) weeks in the calendar year. Such leave of absence shall be in addition to the regular annual vacation allowed such Employee. The Township shall pay the Employee the difference between his regular pay and his military pay.
- b. A member called into any other extended service of the Armed Forces shall be placed on leave without pay for the period of such leave. Re-employment following such leave shall be in accordance with the provisions of Federal and State Laws.

2. The Township shall not reschedule any Police Officer's regular leave or scheduled day off in order to conform to the days in which the Employee must fulfill his military obligation.

ARTICLE XXIV

PHYSICAL EXAMINATIONS

A Physical Examination shall be given to all members of the Police Department yearly, the cost of which shall be borne by the Township.

ARTICLE XXV

SENIORITY

1. All full-time Police Officers shall have seniority, for all purposes, over all part-time employees or CETA employees, whether or not such CETA employees are full employed. Seniority shall be determined from the first date of employment with the Township, provided service is continuous.

2. In the event of lay-offs, the Officer with the least seniority shall be laid off. All Employees who are laid off shall have first right to be re-employed and the Township shall not employ anyone as a member of the Police Department until all laid off members have been fully reinstated to duty with all pay and privileges.

3. Seniority shall be applied in cases of lay-offs and re-hirings.

4. The right to re-hiring or reinstatement shall not be applicable to Employees who are dismissed or discharged during their probationary period.

5. Continuous employment services shall mean continuous employment by the Township and/or such other employment or position covered by N.J.S.A. 40A:9-5, without breaks in service from year to year except for annual vacation, earned sick leave, extended sick leave, service in the Armed Forces of the United States, authorized leaves of absence up to one year and any period the Officer was not engaged on active duty as a result of

pending or finally determined disciplinary action, lay-offs and time off as may be particularly specified in this Agreement. The period of lay-off shall not constitute a break in service, but the period of lay-off shall not be credited to the Officer's record for all related benefits.

ARTICLE XXVI

MISCELLANEOUS WORKING CONDITIONS

1. Any new rule or modification of present negotiable rules regarding the working conditions of Police Officers shall be submitted to the PBA no less than ten (10) days prior to its introduction before the governing body except in emergency. All new rules or modification of present rules regarding the working conditions of police officers shall be negotiated with the majority representative of the PBA prior to their establishment.

2. The authorized representative of the PBA shall be entitled to act for and to negotiate agreements covering all Employees in the unit and shall be responsible for representing the interest of all such Employees without discrimination and without regard to Employee organization membership.

3. The Contract shall supercede and prevail in all instances where the Contract conflicts with other rules, procedures and ordinances of the Township. Where this Agreement is silent, then the rules, procedures and ordinances of the Township shall prevail.

4. The Township shall provide each Officer equipment which shall be used by the Officer in his daily work routine, as follows:

- (a) Flashlights.
- (b) Flashlight batteries,
- (c) Pens.



5. The Township and the PBA hereby agree and recognize that the safety of the members of the Police Force is paramount and of major concern. The Township hereby agrees that it shall maintain all police vehicles in safe operating condition. No Police Officer may be required to use or operate a vehicle which is not in safe operating condition. No Officer shall be disciplined for his refusal to operate a police vehicle which is not in safe operating condition.

a) In the event the Township is unable to purchase a new police vehicle being designed by the manufacturer as a "police packaged vehicle" or with a similar designation or meaning, then the Township shall obtain a vehicle which is comparably equipped.

6. Each marked police vehicle shall be equipped with prisoner cage protection. While transporting prisoners, no Police Officer may be required to use nor shall he be disciplined for refusal to operate a vehicle without prisoner cage protection.

7. All Police Officers traveling outside the Township, on official business, shall be entitled to use a Township vehicle, if available. If no Township vehicle is available, the Employee shall be reimbursed tolls, parking, and mileage per policy set forth in the Personnel Policy and Procedures Manual for use of his own personal vehicle.

8. The Township shall provide the following equipment

which shall be maintained in good working order in each police patrol vehicle:

- (a) One (1) helmet with detachable face shield.
- (b) Flares.
- (c) Fire extinguishers.

9. The Employer will provide a bulletin board, in a conspicuous location in police headquarters, for use of the PBA, for posting notices concerning Union business and activities. All such notices shall be posted only upon the authority of the officially designated Union representatives and shall not contain any salacious, inflammatory or obscene material.

ARTICLE XXVII

BILL OF RIGHTS

A. Members of the Police Force hold the unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Force. These questions may require investigations by superior officers. These investigations are to be conducted in a manner which is conducive to good order and discipline. Any investigation shall follow a procedure which is in compliance with the Law, Statutes, Ordinances, case decisions and as outlined herein, giving just due to the rights of the parties involved and consistent with due process. Whenever a law enforcement officer is under investigation or subject to interrogation by a law enforcement agency, for any reason which could lead to a disciplinary action under N.J.S.A. 40A:14-147 the interrogation shall be conducted under the following conditions:

- 1) The member shall be immediately informed of the nature of the investigation before any interrogation commences.
- 2) If the informant or complainant is anonymous, then the Officer shall be so advised. Sufficient information to

reasonably apprise the member of the allegations must be provided.

3) If it is known that the member of the force is being interrogated as a witness only, he shall be so informed at the initial contact. But, if the member is the subject of a disciplinary investigation, he shall have the opportunity to obtain representation by an attorney and/or by the Patrolmen's Benevolent Association in accordance with this Article.

4) All complaints against or concerning a law enforcement officer shall be memorialized in writing. The written memorialization shall be in report form, serialized, marked with the date and time of receipt and forwarded to the Chief of Police. Unsubstantiated or unfounded complaints may be maintained provided they are noted as being without foundation. No such complaints shall be used in any evaluation or in any discipline of the officer for any reason.

5) Interrogation sessions shall be for reasonable periods. The Officer being interrogated shall be allowed telephone calls, refreshments and meals.

(a) In matters which are purely disciplinary in nature, the law enforcement officer may request a suspension of the interrogation for up to twenty-four (24) hours, which request shall be granted. At the time and place designated for continuance of the interrogation, the law enforcement officer may be represented by an attorney or a PBA representative and shall be prepared to respond to the interrogation. The Officer may be

required, at the resumption of the interrogation, to submit a written or supplemental report, of the type ordinarily required under Department Rules and Regulations, detailing his knowledge of facts regarding the allegations. A written report may be obtained from the Police Officer only when the allegations arise out of his employment.

(b) Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his act. If the refusal to answer questions in non-criminal matters may result in disciplinary action against the Officer, then he shall be so advised.

6) If the investigation or interrogation of a law enforcement officer results in a recommendation of some action, such as demotion, dismissal, transfer, loss of pay, reassignment or other similar action which would be considered a punitive measure, then before taking such action, the law enforcement agency shall give notice to the law enforcement officer that he is entitled to a hearing on the issues pursuant to N.J.S.A. 40A:14-147.

7) The Officer or his attorney shall be provided with all reasonable discovery by the Township or the Department provided such demand is made within 7 days of the Officer's receipt of charge.

8) The hearing shall be conducted by the Township Administrator. If the Township Administrator is in conflict, in any respect, or unavailable, then and in that event, the hearing

shall be conducted by a person, impartial to the issues, who shall be appointed by the Township Committee. The Officer or his representative must state the conflict and request the removal of the township Administrator at least seven days prior to the hearing provided the basis of such objection is within his knowledge at that time. The Hearing Officer shall not have participated in any state of the investigation or interrogation other than in a purely ministerial role.

9) The Hearing Officer shall render decisions within 21 days after the close of a disciplinary hearing concerning an Employee. In the event that a verbatim recording was made of the disciplinary hearing, in the event a transcript was prepared, then the Hearing Officer shall render his decision within twenty-one (21) days after receipt of a transcript of such proceedings.

10) Any decision, order or recommendation for action resulting from the hearing shall be in writing and shall be accompanied by findings of fact and a certification that the transcript, if one was ordered, was received by the Hearing Officer. A copy of the decision or order, accompanying findings and conclusions, along with any written recommendations for action, shall be delivered or mailed promptly to the law enforcement officer concerned and his attorney.

11) In the event of a grievance, an Employee or Police Officer may represent himself or may be represented by the PBA, a fellow worker, or an attorney.

12)

A. Upon prior notice and authorization by the Chief of Police or his designee, all officers shall have access to their individual personnel file. Any such request shall not be unreasonably denied.

B. No law enforcement agency shall insert any adverse material into any file of the officer, unless the officer has had an opportunity to review, sign, receive a copy of and comment in writing upon the adverse material, unless the officer waives these rights.

C. The officer shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the officer's individual personnel file within ten (10) days of placement in file.

D. An officer may exercise his right to review his file and to initial and date each document contained therein. Should any document which predated the officer's review of the file be entered or proposed to be entered in any hearing,

which document does not contain the officer's initials and date, all negative inference may be drawn by the Hearing officer as to the documents legitimacy and timeliness.

13) The parties hereby acknowledge that the terms and conditions of the N.J.S.A. 40A:14-147 shall govern and control in any areas either not addressed within the preceding paragraphs of the Bill of Rights on which, if covered, conflict with the statutory language.



ARTICLE XXVIII

PBA REPRESENTATIVES/COLLECTIVE NEGOTIATIONS

1. During collective negotiations, authorized PBA representatives, not to exceed two (2), shall be excused from their normal duties to participate in collective negotiations and shall suffer no loss of pay or privileges thereby. The Township recognizes that any violation of this clause is an unfair labor practice.

2. In order to maintain good order and to provide an atmosphere conducive to negotiations, representatives from all parties hereto shall be limited in the number of representatives seated on their respective collective bargaining committee.

3. The Township shall be limited to one (1) person per seat to a maximum of five (5) seats on their respective collective bargaining committee. Each member of the Township's collective bargaining committee shall have been authorized and designated by the Township Committee and shall submit credentials to the PBA upon request.

4. The collective bargaining committee for the PBA shall have one (1) person per seat to a maximum of five (5) seats, one of which may include a retained representative of the PBA, who is not a police officer. The PBA's right to representation or seating of an attorney on their respective collective bargaining committee shall not be questioned. If any new class, designation or category of officers is eventually included within the South

Brunswick Police Department and the PBA then becomes the collective bargaining agent for such designated group, then the collective bargaining committee of the PBA shall increase by one (1) seat for each new category or group included. It is understood, at the present time, that the PBA represents all patrolmen and detectives within the South Brunswick Police Department. In the event that any one of these groups is no longer represented by the PBA, in the future, the number of seats in their respective collective bargaining committee shall not be decreased below five (5).

5. The Township recognizes that the PBA has the sole and absolute right to designate authorized representatives filling the seats on their respective committee and the proper credentials shall be submitted to the Township upon their request.

6. The Township agrees to furnish to the PBA all public information concerning the financial resources and assets of the Township. Further, the PBA shall have the right to review the Township's annual budget, including worksheets, and the monthly summaries of all costs and expenditures showing encumbered and unencumbered monies. All of the foregoing records and information shall be made available to the PBA, during regular business hours, for examination and reproduction. Reproduction costs shall be borne by the PBA.

7. Negotiations between the Township and the PBA for any successor agreements shall commence no later than one hundred and

fifty (150) days prior to the Township mandatory budget submission date and in accordance with existing law.

ARTICLE XXIX

SECURITY OF AGREEMENT

Authorized representatives of the PBA, and/or its attorney, shall be permitted to visit Police Headquarters and have reasonable access to the Township Administrator and the Chief of Police for the purpose of ascertaining whether or not this Agreement is being observed. The right shall be exercised reasonably.

ARTICLE XXX

PRO RATA BENEFITS

All benefits conferred under this collective bargaining agreement except degree compensation shall be pro rated during the employee's first and last years of service to reflect actual time served during those years.

ARTICLE XXXI

PAYROLL SAVINGS PLAN

The Township shall implement a United States Savings Bond payroll savings plan for each Employee. Upon application by the Employee and delivery to the Township of the appropriate payroll deduction authorization, the Township shall make deductions from the Employee's salary in each payroll period, in authorized amounts, to fund the Bond purchases. All Bonds are the property of and shall be delivered to the Employee. This plan shall be implemented and placed in effect without cost to the Employee.

ARTICLE XXXII

POLICE FUNERAL DETAIL

The Township agrees to recognize and support a uniform "Police Funeral Detail" consisting of four (4) Association members, representing the local department, the detail to be selected by the Association, in an official capacity, to attend the funerals, in the State, of law enforcement officers who have given their lives in the line of duty. One (1) member of the detail shall be allowed off from an assigned shift, with pay. The Township shall supply the officers, for their transportation in attendance of the funeral, a marked patrol car.

ARTICLE XXXIII

FALSE ARREST INSURANCE

The Employer will continue to provide the False Arrest Insurance in effect to date and shall, if not already provided, have such policy of insurance cover any and all expenses incurred in any proceeding against an Employee arising out of or incidental to the performance of his duties as a member of the Police Department of South Brunswick. Such insurance coverage shall include indemnification against compensatory damages awarded to any person in any such proceeding to a maximum of five million (\$5,000,000.00) dollars.



ARTICLE XXXIV

DISCIPLINE

1. Where the Township imposes discipline pursuant to law, written notice of such discipline shall be given to the Employee. such notice shall contain a reasonable specification of the nature of the charge, a factual description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline.

2. Discipline means official written reprimand, fine, suspension without pay, reduction in grade or dismissal from service based upon the personal conduct or performance of the involved Employee.

ARTICLE XXXV

LEGAL REPRESENTATION AND LEGAL FEES

1. The Township agrees to provide for the defense of actions or proceedings in accordance with N.J.S.A. 40A:14-155. The Township further agrees that the Officer or Officers of the South Brunswick Police Department who are the defendant or defendants in such an action shall have the right to select the attorney of his/their choice, except that the Officer or Officers agree that the Township shall pay for such legal services only in accordance with the Statute, and further agree that such legal services shall be paid in accordance with the prevailing hourly rate in the Township Attorney's contract with the Township. In no event shall the hourly rate be less than \$50.00 per hour.

The defense of actions pursuant to the Statute may include the reasonable cost of services for experts and/or investigators.

2. The Township shall supply to each Police Officer all necessary legal advice and counsel in the defense or of the settlement of claims for personal injuries, death or property damages arising out of or in the course of his employment, and the Township shall pay and satisfy all judgments against the employee arising out of such claims, except punitive damages.

ARTICLE XXXVI

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 used herein means an appeal by an individual employee PBA 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. Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to

the subject Officer during the pendency of any disciplinary proceedings.

E. Grievances, disputes or controversies which may arise shall be resolved in the following matter:

1. A written grievance shall meet the following specifications:

- (a) It shall be specific.
- (b) It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
- (c) It shall specify the section of the Contract or Rule or Regulation or statute or Ordinance which has been allegedly violated, misapplied or as to which the dispute arises.
- (d) It shall state the relief requested.
- (e) It shall contain the date of the alleged dispute, controversy or issue.
- (f) It shall be signed by the grievant.

2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

3. Step Procedure:

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he knew or should have known of its existence, the aggrieved or the Association shall institute action in writing under the provisions hereof. The Chief or designee shall investigate the grievance and provide a written answer to the grievant within

seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement. Failure to act within specified time limit shall be deemed to constitute an abandonment of the grievance.

Step Two: In the event the grievance is not resolved at Step One, or if not written response is received by the grievant, then the grievance shall then be submitted in writing within ten (10) calendar days, by the grievant, to the Chief of Police. The Chief of Police shall submit his written answer, to the grievant, within seven (7) calendar days. This time limit may be waived by mutual agreement.

Step Three: In the event the grievance shall not have been resolved at Step Two, or if no written response from the Chief of Police is received by the grievant, then, the grievance shall be submitted within ten (10) calendar days to the Township Administrator by the grievant. The Township Administrator shall investigate and report his findings and recommendations, in writing, within twenty (20) calendar days to the grievant, the Chief of Police and to the attorney or representative for the grievant, if any.

Any employer grievance will be filed with the PBA President at Step Three. The PBA President shall respond, in writing, within seven (7) calendar days to the Township Administrator. The times indicated may be extended by mutual agreement.

Step Four: In the event the grievance shall not have been resolved at Step Three, and in the instance of an employer grievance at Step Three, then the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or Civil Rights questions, the grievant shall have the right to seek a resolution of his grievance either at binding arbitration or in the Courts. In all respects the initiation of binding arbitration or Court process shall begin within forty-five (45) days after receipt of a written resolution from the Township Administrator

4. Arbitration:

A. Arbitration requests shall be directed to the Public Employee Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy to the other party on his request. The request shall specify the particulars of the grievance and the Contract provision(s) allegedly violated.

B. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employees Relations Commission.

C. The arbitrator shall hold the hearing at a time and place convenient to the parties and no later than thirty (30) calendar days after his acceptance to act as arbitrator. The arbitrator shall issue his decision in writing with reasons within twenty-one ((21) days after the close of the hearing. The decision of the arbitrator shall be served upon the Employee or

Employees aggrieved, the Employee's representative, the Township and the PBA, in writing. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a preliminary determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

D. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed as to limit the submission of proofs by the parties.

E. An arbitrator shall not have the power or authority to add to, subtract from, or modify the provisions of this Agreement or the Laws of the State of New Jersey, and shall confine his decisions solely to the interpretation and application of this Agreement. He shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall not submit observations or declarations of his opinions which are not relevant in reaching the determination. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of the Agreement. d The arbitrator shall have no authority to

prescribe a monetary award as a penalty for a violation of this Agreement, except as provided within the Agreement. The arbitrator shall not have the authority to add to or subtract from or modify any of the terms of this Agreement or to limit or impair any right that is reserved to the Township or the PBA or Employee or to establish or change any wage or rate of pay that has been agreed to in this Agreement, except where the arbitrator finds that a clause in this Agreement is illegal or unconstitutional.

F. The PBA may not withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings except with prejudice, unless the Township shall consent that such withdrawal of discontinuance is without prejudice.

G. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

H. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

I. If the Public Employees Relations Commissions is abolished or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method for choosing an arbitrator.

5. General Provisions and Exceptions to Grievance Procedure:



A. No grievance settlement reached under the terms of the Agreement shall add to, subtract from, or modify the terms of the Agreement.

B. Grievance resolutions or decisions at Step One through step Four shall not constitute a precedent in any arbitration or other proceeding unless a specific Agreement to that effect is made by the Township and the PBA.

C. Where a grievance involves, exclusively, an alleged error in calculation of salary payment, the grievance may be timely filed within thirty (30) days of the time the individual should reasonably have know of its occurrence.

D. Where a grievance has been previously submitted in writing and the grievant requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the grievant or a representative of the PBA will be granted permission and reasonable time, to a limit of four (4) hours to investigate, without loss of pay. It is understood that the supervising personnel in the Police Department shall schedule such time release. Such time release shall not be unreasonably withheld and upon request, could be extended beyond a four (4) hour limit for specified reasons, if to the supervisor, the circumstances warrant an exception to this limit. There circumstances require, the supervisor shall authorize additional time required for travel.

E. The aggrieved Employee and his designated Employee Representative shall be allowed time off without loss of pay:

(a) As may be required for appearance at a hearing of the Employee's grievance scheduled during working hours.

F. Where the Employee or the PBA requests Employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance as required if during his normal scheduled working hours. The witnesses to appear for the grievant shall, when called to testify, be excused from duty with no loss of pay.

ARTICLE XXXVII

MANAGEMENT RIGHTS

There are no provisions in this Agreement that shall be deemed to limit or curtail the Township in any way in the exercise of the rights, powers and authority which the Township had prior to the effective date of this Contract unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers, and authority. The PBA recognizes that the Township's rights, power and authority include, but are not limited to:

- A. The right to manage its operation;
- B. Direct, select, decrease and increase the work force including hiring, promotion, demotion, transfer, suspension, discharge or layoff. These rights, however, shall be exercised reasonably, in accordance with this Agreement and for good cause;
- C. The right to make all plans and decisions on matters involving its operation;
- D. The extent to which any Department thereof shall be operated, the conditions thereto and replacements, curtailments or transfers thereof;
- E. Removal of equipment;
- F. Outside purchase of products or services;
- G. Means and processes of operations;
- H. Materials to be used and the right to introduce new and improved methods and facilities;

I. To maintain discipline and efficiency of Employees and to prescribe rules to the effect;

J. To establish and change standards of performance;

K. Determine qualifications of Employees;

L. Regulate quality and quantity of performance;

M. To run a Department efficiently;

N. To require an Employee to work overtime, however, the Township will follow and comply with the provision of Article VI, Paragraph D of this Agreement prior to designating and requiring a specifically selected Officer to work overtime;

O. The scheduling of operation.

The Township in the exercise of any of its management rights shall, however, be bound by the terms of this Agreement and abide by same. The Township shall exercise its management rights in accordance with Law and due process. The recognition of the management rights of the Township is not a waiver by the PBA or its members of any rights, benefits or privileges that the PBA or its members may have under this Agreement or other authority.

The PBA and its members shall have the right to grieve, under this Agreement, the unreasonable and/or arbitrary exercise of any of the foregoing management rights of the Township.

ARTICLE XXXVIII

CONTINUANCE OF OPERATION

The PBA acknowledges that the need for continued and uninterrupted operations of the Township business is a concern that there should be no interference with such operation. In light of the foregoing and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances under this Contract:

1. The PBA will not call or sanction any strike or concerted stoppage or slowdown during the term of this Agreement nor take part in or instigate any job action which has as its purpose to influence the employer with respect to the wages, benefits, working conditions or other incidents of employment, of its members, with the township, except as may be otherwise permitted under this Agreement. The PBA reserves the right to an informative picket.

2. Should a strike or concerted stoppage of work by employees occur during the term of this Agreement, the PBA shall immediately and in any event no later than twenty-four (24) hours after receipt of written notice from the Township do the following things:

A. Advise the Township in writing that the strike or stoppage has not been called or sanctioned by the PBA.

B. Post a copy of the following Notice on the PBA Bulletin Board: "WE HAVE BEEN ADVISED BY THE TOWNSHIP THAT A

STRIKE, SLOWDOWN, STOPPAGE OR OTHER JOB ACTION HAS OCCURRED WHICH IMPAIRS THE OPERATION OF THE DEPARTMENT. INASMUCH AS NO STRIKE OR STOPPAGE OR OTHER JOB ACTION HAS BEEN CALLED OR SANCTIONED BY THE PBA, IF YOU ARE ENGAGED IN ANY SUCH STRIKE OR STOPPAGE OR JOB ACTION, YOU ARE HEREBY INSTRUCTED TO RETURN TO WORK IMMEDIATELY."

BY: \_\_\_\_\_  
President, PBA

"THIS NOTICE IS POSTED IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT BETWEEN THE TOWNSHIP AND THE PBA."

3. Nothing contained in this Agreement shall preclude the Township from taking disciplinary action against any employee participating in such activities as described herein and such disciplinary action shall include possible discharge. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity in the event of such breach by the Association or its members.

4. The Township agrees that no lockout against any or all employees shall take place during the lifetime of this Agreement.

5. The obligation of the PBA shall be limited to the performance of the acts required by Paragraph 2. Upon compliance by the PBA with the provisions of Paragraph 2 of this Article, the PBA and its officers, agents and members shall have no further liability during the term of this Agreement or thereafter, for any damage suffered by the township arising from or out of any stoppage, strike, slowdown, concerted work action or job action which impairs the operation of the Police Department.

ARTICLE XXXIX

GENERAL PROVISIONS

1. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in future enforcement of the terms and conditions thereof.

2. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. neither the Employer nor the PBA shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

3. In the event that any provision of this Agreement shall be deemed or declared invalid, illegal, unenforceable, unconstitutional or against the public policy of the State of New Jersey, same shall not invalidate the entire Agreement, but all other clauses and provisions remaining valid shall nevertheless continue in full force and effect.

4. It is agreed that in the event any provision of this Agreement is finally declared invalid or unenforceable, the parties may meet, within thirty (30) days of written notice by either party to the other, to negotiate concerning the modification or revision of such clause or clauses in this Contract.

5. The parties may, by mutual agreement in writing, agree to meet at any time during the duration of this Contract in order to make any modification, changes, additions or deletions to the Contract as they deem just and proper.

6. Nothing contained in this Agreement shall be construed to deny, restrict or limit any police officer any rights, benefits or privileges he may have under any other applicable law or regulation.

7. Any violation of this Contract which is deemed, alleged or otherwise considered as an unfair labor practice may be pursued either by the filing of charges with the Public Employment Relations Commission or by the filing of a grievance. The election of either procedure, so long as the procedure permits as final determination and enforcement, shall not be changed. All decisions of the Public Employment Relations Commission are a final decision.

8. Where this Agreement is in conflict with the Revised Ordinances of the Township of South Brunswick and the Personnel Policy and Procedures Manual, then the terms of this Agreement shall prevail. In all other regards and where this Agreement is silent, then the Revised Ordinances of the Township of South Brunswick and the Personnel Policy and Procedures Manual shall prevail except as otherwise provided by Law. No Ordinances are hereby incorporated by reference, except as otherwise stated herein. No Ordinance which prevails shall be considered a bargain for part of this Agreement. The PBA and its members



hereby waive no rights, benefits or privileges that they may have had, now have or will have under any Ordinance. It is recognized by the PBA that what was formerly Chapter III "Personnel" in the Revised General Ordinances has been incorporated in a Personnel Policy Procedures Manual (PPPM). As such, the PPPM is applicable pursuant to this Article except where the PPPM has changed or altered the former provisions of Chapter III. The PBA shall have the right to negotiate the provisions of the PPPM applicable to the PBA in those matters which changed or altered what was formerly Chapter III.

9. The P.B.A. shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon official written representations submitted by the P.B.A. to the Township concerning representation fee and/or dues deduction.

10. All employees, who after ninety (90) days of the execution date of this Agreement, are members of the Union, (Patrolmen's Benevolent Association, Local No. 166), and all employees who become members after that date, are obligated to follow and comply with the terms and conditions of this Agreement.

11. The Township agrees not to enter into any Contract or Agreement with any member of the Police Department covered by this Contract that in any way conflicts with the recognition clause of this Agreement.

ARTICLE XL

TERM OF AGREEMENT - TERMINATION

1. This Agreement shall be effective as of January 1, 1988, except as herein provided, and shall be binding upon the Township, the Union and its members, and shall remain in full force and effect through and including December 31, 1990.

2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demand and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, without mutual consent, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. However, the Parties recognize that it is impossible to include in this Contract all benefits currently enjoyed by employees. The Township, however, agrees to continue those benefits that are well-known, long standing and uniformly applied to all employees.

3. It is agreed that this Contract shall expire on December 31, 1990, except as otherwise provided by Law. This Contract shall remain in effect thereafter until a successor agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

FOR THE TOWNSHIP OF SOUTH BRUNSWICK:

Walter E. Monroe Jr.  
Date: 10/25/88, Mayor

Robert S.  
Date: 10/25/88, Township Administrator

Kathleen A. Thorpe  
Date: 11/18/88, Township Clerk

FOR SOUTH BRUNSWICK PBA LOCAL NO. 166:

Ray Glass  
Date: 19 Oct 88, PBA President

Joseph Bogdanowicz  
Date: 11/17/88, PBA Delegate