

AGREEMENT  
BETWEEN  
PISCATAWAY PBA LOCAL NO. 93A  
AND  
TOWNSHIP OF PISCATAWAY  
FOR THE PERIOD  
JANUARY 1, 2017 THROUGH DECEMBER 31, 2020

This agreement, made this \_\_\_ day of \_\_\_\_\_, 2017 by and between the Township of Piscataway (hereinafter referred to as the Employer) and the Piscataway PBA Local 93A (hereinafter referred to as the Employee) constitutes the full accord reached by the parties in negotiations; each party acknowledges that it had full opportunity to negotiate on all matters properly subject to collective bargaining. This Agreement shall remain in full force and effect, without reopening of any kind, from January 1, 2017 through December 31, 2020.

TABLE OF CONTENTS

ARTICLE I: RECOGNITION.....	1
ARTICLE II: EMPLOYER/MANAGEMENT RIGHTS AND PREROGATIVES.....	1
ARTICLE III: CONDUCTING ASSOCIATION BUSINESS.....	1
ARTICLE IV: GRIEVANCE PROCEDURES.....	2
ARTICLE V: HOURS OF WORK AND WORK SCHEDULE.....	4
ARTICLE V(A): PATROL SECTION.....	4
ARTICLE VI: COLLECTIVE BARGAINING PROCEDURES.....	8
ARTICLE VII: WAGES.....	9
ARTICLE VIII: OVERTIME.....	10
ARTICLE IX: COMPENSATORY TIME.....	11
ARTICLE X: HOLIDAYS.....	11
ARTICLE XI: UNIFORM ALLOWANCE.....	12
ARTICLE XI (A): TUITION REIMBURSEMENT.....	12
ARTICLE XII: DEATH IN FAMILY.....	13
ARTICLE XIII: SICK LEAVE.....	13
ARTICLE XIV: PERSONAL DAYS.....	14
ARTICLE XV: VACATIONS.....	14
ARTICLE XVI: POLICE PERSONNEL FILES.....	15
ARTICLE XVII: CONTINUATION OF BENEFITS.....	16
ARTICLE XVIII: TERMINATION ENTITLEMENT.....	16
ARTICLE XIX: WELFARE AND PENSION BENEFITS.....	16
ARTICLE XX: PROMOTIONAL TESTING PROCEDURES.....	21
ARTICLE XXI: PATROL STRENGTH.....	21
ARTICLE XXII: IN-SERVICE TRAINING.....	21
ARTICLE XXIII: SAVINGS CLAUSE.....	21
ARTICLE XXIV: JUST-CAUSE PROVISION.....	22
ARTICLE XXV: AGENCY SHOP PROVISION.....	22
ARTICLE XXVI: LEGAL DEFENSE.....	23
ARTICLE XXVII: INVESTIGATORY RIGHTS.....	23
ARTICLE XXVIII: DURATION OF AGREEMENT.....	24
EXHIBIT A: SALARY SCHEDULE.....	25

## **ARTICLE I: RECOGNITION**

Section 1. The employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to raises of pay wages, hours of work and certain other terms and conditions of employment for an appropriate negotiation unit established in accordance with N.J.S.A. 34:13A-5.3, as supplemented and amended.

Section 2. Included in the negotiating unit shall be those uniformed and sworn Employees of the Township within the Department of Public Safety whose position classifications are Sergeant, Lieutenant and Captain.

## **ARTICLE II: EMPLOYER/MANAGEMENT RIGHTS AND PREOGRATIVES**

Subject only to specific limitations imposed elsewhere in this Agreement, PBA Local 93A recognizes the unilateral rights and obligations of the Township to perform certain functions. Those functions include, but are not limited to the following and are grievable or negotiable only to the extent that the aforesaid specific limitations apply.

- A. Establishing rules, regulations, general orders and special orders governing the conduct of the Piscataway Police Department.
- B. Exercise its powers, authority, duties and responsibilities under its Administrative and Personnel Codes of any other federal, state, county or local laws or ordinances.
- C. Manage and control Township property, equipment, facilities, real estate and other holdings.
- D. Recruit, hire, assign, promote, demote, suspend, discharge, retire, control and direct the activities of all Employees and determine the standards and qualifications therefore.
- E. Take disciplinary action against Employees for good and just cause
- F. Increase and decrease the work force, determine work to be accomplished, schedule operations and determine the methods or processing therefore.
- G. Determine emergency circumstances and conditions and decide on management and equipment necessary to meet those emergency situations.

H. To issue policy statements and executive directives that are not inconsistent, in contradiction to law or this Agreement, which explain, clarify, or establish practices and procedures not addressed in law or this Agreement.

### **ARTICLE III: CONDUCTING ASSOCIATION BUSINESS**

Section 1. The Employer shall grant time off without loss of pay to the Legislative State Delegate of the New Jersey State PBA or his designee to conduct Association business on the State or local level and to attend month Conference meetings, which require their attendance.

If regular schedule tours of duty are on a day of a meeting, then he shall be excused for that day's tour of duty, or if regular schedule tour of duty hours are between the hours of 11:00 p.m. to 8:00 a.m. the day after the meeting, then at his option be entitled to his choice of the day off.

Section 2. The President or his designee and Recording Secretary or his designee shall also be granted similar time off to conduct Association business as required by the Association and the Administrative Officials of the Township of Piscataway. The Director/Chief of Police shall not deny a reasonable request for time off with pay.

Section 3. The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during duty hours without loss of pay when such scheduling conflict exists.

Section 4. The Employer agrees to grant necessary time off without loss of pay, including reasonable travel time to the members of the Association selected as Delegates to attend any State or National Convention of the New Jersey State Policemen's Benevolent Association as provided under N.J.S.A. 11:36c-4, inclusive of State mini-conventions pursuant to past practice, but not more than three (3) including the delegate and two (2) alternatives.

Section 5. The Employer shall permit the PBA President and the appropriate Committee Chairmen or their designee's time off without loss of pay to attend the PBA Christmas Party, Halloween Party, PBA Ball, Easter Egg Hunt, Golf Tournament and Picnic.

Section 6. Any time off without loss of pay provided for by this Article shall be subject to receipt, by the Employer, of not less than seven (7) days' notice.

### **ARTICLE IV: GRIEVANCE PROCEDURES**

Section 1. Grievance Defined – A Grievance shall be any claim, dispute, disagreement or difference arising between the Employer, Employee, Group of Employees or the Association provided such claim, dispute, disagreement or difference involves or relates to a term or condition of employment.

Any grievance defined above which alleges a violation of any term or condition of the Agreement will terminate in Binding Arbitration. All other grievances will terminate in Advisory Arbitration if not otherwise settled.

Section 2. The following procedures shall be followed with reference to grievances:

A. All attempts shall be made to resolve any grievance on an informal basis by means of discussions and negotiations between the individuals involved the Association and the Employer by and through the Director/Chief of Police or his designee. If informal attempts to resolve the dispute fail, then formal grievance procedures may be instituted in accordance with the Article.

B. Complaints may be initiated by an individual Employee, group of Employees or by the Association, in writing stating the specific provisions of the Agreement alleged to have been violated and the remedies sought, which complaints shall be lodged not more than thirty (30) calendar days from the happening of an event giving rise to a dispute, or from the time a grievant could reasonably have had knowledge of said event, with the Director/Chief of Police or his Designee. Notice of said complaint shall be given to all interested or affected persons including superior officers in the chain of command.

C. Complaints initiated by an individual will be forwarded to the Association Grievance Committee. If in the investigation of the Grievance Committee, they find no legitimate grievance, or an invalid grievance, a report of the findings of the Committee shall be returned to the party. If said aggrieved party wishes to continue the grievance, it will be submitted to the police chain of command and shall be deemed a bona fide grievance as per this Agreement.

D. Upon the filing of a complaint pursuant to Paragraph B above, said complainant(s), the Employee Grievance Committee, and the Director/Chief of Police, or his designees shall, within five (5) calendar days of said filing, meet and attempt to settle the matter. If a satisfactory settlement is reached, same shall be reduced to writing and signed by the parties.

E. If a settlement is not reached pursuant to Paragraph D above, the Director/Chief of Police or his designees, and the Employer Grievance Committee shall each file a written report with the Mayor within fourteen (14) calendar days of the meeting as set forth in Paragraph D above. The Mayor shall then schedule a hearing date not later than fourteen (14) calendar days from the date of receipt of said findings, conclusions and recommendations and shall notify the interested parties in writing of said hearing date.

F. Upon compliance with the requirement of Paragraph E, the Mayor or his designee

shall conduct a hearing, present, at which shall be interested person, the Director/Chief of Police, and the Employee Grievance Committee. The Mayor or his designee shall make all reasonable attempts to arrive at a settlement satisfactory to all parties. If a dispute is settled upon agreement of the parties, said agreement shall be reduced to writing and signed by the Mayor or his designee, the Director/Chief of Police, the Chairman of the Employee Grievance Committee and the aggrieved party(s). If the Mayor or his designee is unable to obtain an amicable settlement, he/she shall, within fourteen (14) calendar days render a writing and signed by the Mayor and/or his designee.

G. If the Mayor's or his designee's decision does not satisfy the grievant(s), the matter may be submitted to arbitration by the Association in the following manner:

1) A request for arbitration shall be made to the Public Employment Relations Commission according to the rules and regulations of that agency. The parties agree to be bound by PERC procedures.

2) The Arbitrator shall be bound by the provision of this Agreement and restricted to the application of the facts presented to him involved in the grievance and applicable Federal and State Law and cases. He shall have no authority to add to, modify, detract from or alter in any way the provisions of this Agreement.

3) The arbitrator's decision shall be set forth in writing with his reasons for the decision and be rendered within thirty (30) days after the final date of the hearing, which decision shall be final and binding upon the parties.

4) The cost of the services of the arbitrator shall be borne equally between the Association and the Employer. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

## **ARTICLE V: HOURS OF WORK AND WORK SCHEDULE**

Section 1. All Sergeants and Lieutenants assigned to the Patrol Division shall work a 4 x 4 schedule. The two Captains and Records Lieutenant shall work a 5 x 2 schedule. The Investigations Lieutenant, Traffic Lieutenant and all Sergeants other than in patrol shall work a 5 x 2 or 4 x 3 schedule subject to agreement between said Superior Officers and the Director/Chief of Police provided, however, in the event any Superior Officer and the Director/Chief of Police are unable to agree, the Superior Officer shall revert to working a 4 x 3 schedule. Other than to implement new work schedules as agreed upon in 2001, work schedules shall not be changed more frequently than once per year without the approval of the Director/Chief of Police.

Section 2. When the normal work day is either lengthened or shortened as a result of the change in time from Daylight Savings Time to Standard Time, and from Standard Time to Daylight Savings Time. Employees shall be compensated an amount reflecting eleven and three-quarter

hours (11 ¾) pay for an eleven and three-quarter (11 ¾) hour shift for which the additional hour will be paid at time and one-half (1 ½), and amount reflecting ten and three-quarter hour (10 ¾) pay for a nine and three-quarter hour (9 ¾) shift provided such pay be paid at straight time rates.

Section 3. The Director/Chief of Police shall review the hours of employment of uniformed personnel within the Department and agree to meet and discuss with PBA representative's revision of the current shift schedule. The committee shall also consider vacation schedules. Upon concurrence of any revision of either work schedule or vacation schedules by the Director/Chief of Police, changes will be implemented. Nothing herein shall be deemed to waive any prerogative available to management regarding the scheduling of employment within the Department.

#### Section 4. Schedule 1.

1. The following constitutes agreement concerning the 4 x 3 work schedule:

A. Leave time for personal days and sick time will be day for day regardless of what schedule an officer is working.

B. Sick time taken will be deducted at a maximum of 8 hours per day regardless of the schedule.

C. The normal work week will be Monday through Friday.

D. The normal work day will be 10 hours.

E. Each officer will have one day of the 5 days of work scheduled (Mon-Fri) off This day will be given on a rotating basis.

F. The officer's day off may be exchanged with another officer with the approval of the former officer's Supervisor.

G. The officer's day off can be scheduled for a different day with the approval of that officer's Supervisor.

### **ARTICLE V(A): PATROL SECTION**

Section 1. The current 4 x 4 shift schedule shall continue to be the normal work schedule for Sergeants and Lieutenants in the patrol division. Effective January 1, 2001, pool hours will be eliminated in their entirety.

#### Section 2. Structure of the Patrol Section.

The Patrol Section of the Piscataway Police Department shall be based on a two-platoon system designated as Platoon One and Platoon Two. Each Platoon shall be overseen by one (1) Platoon Lieutenant and shall initially consist of six (6) Sergeants and twenty-one (21) patrol officers.



Each platoon shall be constructed with three (3) squads, totaling six (6) squads designated as Squad "A", "B", "C", "D", "E", and "F" respectively. Each squad shall initially consist of two (2) supervisors and seven (7) patrol officers.

The two-platoon system shall be based on the four (4) days on and four (4) days off duty schedule. Each squad shall have steady tours of duty, which shall be designated as Shift One, Shift Two, and Shift Three.

### Section 3. Designated Tours of Duty.

Shift One	0645 Hours	To	1730 Hours
Shift Two	1530 Hours	To	0215 Hours
Shift Three	2030 Hours	To	0715 Hours

Designation of the above tours of duty shall not be construed as an abrogation of management's authority to revise said tours of duty.

It is further understood that any adjustment in allocating resources through adjustment of shift hours shall not include any increase in the totality of hours worked which shall be left unchanged.

### Section 4. Squad Assignments.

Platoon One shall consist of Squad "A", "C", and "E".  
Platoon Two shall consist of squad "B", "D" and "F".

### Section 5. Shift Tours of Duty.

Each member of the designated squads shall be required to be on duty for a period of ten point seven-five (10.75) hours per shift, totaling a forty-three (43) hour work week (4 days).

Each member of the designated squad shall be entitled to a minimum of three (3) breaks during his or her tour of duty, commonly designated as coffee breaks. Said breaks are to be approved at the discretion of the Shift Supervisor. Each member shall be allowed a reasonable period of time during his breaks, pursuant to department rules and regulations.

### Section 6. Man-Power Requirements

The following Man-Power Requirements shall be in effect for all squads assigned to the Patrol Section. On those occasions when there is insufficient man-power, the Shift Supervisor shall make all efforts possible to request or hire additional man-power to fulfill this requirement:

Each squad shall have a minimum of (5) Patrol officers on duty and one Superior.

Notwithstanding the prior two paragraphs, the parties that manning and overtime decisions and assignments are solely the prerogative of the Employer to the extent prescribed by law and are not subject to negotiations or arbitration, excepts to the extent that impact negotiations on terms and conditions or employment may be, by law, required as the result of new managerial decisions by the Employer.

#### Section 7. Seniority Bid System

In connection with the utilization of the four and four (4 x 4) schedule with steady shift designation, assignment to said shift shall primarily be based on seniority bid system. The following areas are to be defined in instituting the Bid System:

A. Seniority. The individual officer's seniority shall be based on the length of time the officer has held his or her present rank (Commonly known as "Time in Grade"). On those occasions where two or more officers shall have the same rank and promotional date, seniority shall be based on the supervisor's final overall score on his/her date of promotion.

B. Seniority Bid. Initially, all members of the Piscataway Township Police Department shall have the opportunity to bid (sign up for a specific shift). The amount of seniority shall be the primary determination as to placement of officers to their requested shift as long as all minimum requirements are met with the understanding that the administration could deviate from seniority for good cause.

C. Yearly Bid System. Within the patrol section, a "Bid List" shall be offered for those officers requesting reassignment. Said list shall be posted annually on or about October 15<sup>th</sup> for a period of two weeks, finalized and posted annually on or about December 10<sup>th</sup> and enacted on or about January 15<sup>th</sup> of the following calendar year. Said reassignment shall be primarily based on seniority as long as all minimum requirements are met. The Administration could deviate from seniority for good cause.

#### Section 8. Intra-Platoon Transfers

If two officers within the same platoon agree to be switched from their respective squads, said officers must be of the same rank and submit a request to the patrol captain indicating the two members requesting the switch, and that said request has been forwarded, either approved or disapproved, by their respective supervisors. Upon receiving this request, the patrol captain may consider to accommodate same as long as all other requirements are met.

A. Said intra-platoon transfers shall only be allowed as long as they do not incur additional expense to the administration in the form of overtime to facilitate the request to switch.

B. Said intra-platoon transfers shall be subject to the yearly bid system.

## Section 9. Intra-Divisional Transfers

Management reserves the authority consistent with law to reassign officers from an established squad or shift to another section within the division of police for the purpose of efficiency of the policing operation.

## Section 10. Sick Days

The members of the Patrol Section utilizing the four and four (4 & 4) work schedule shall continue to be entitled to accumulate their unused sick time not to exceed ninety-six (96) unused sick hours from the previous year shall be awarded to each member of the Patrol Section.

A. A member of the Patrol Section shall only be able to accumulate a total of fifty-six (56) hours toward additional comp-sick days and a total of forty (40) hours a year toward accumulated sick leave, which may be used for early retirement.

B. On those occasions when only a portion of a sick day is used, the sick time shall be deducted on an hour for hour basis, not to exceed eight (8) hours. The current (1999) practice of posting sick leave based on an eight (8) hour day shall continue.

## Section 11. Extended Tours of Duty

Those members of the patrol section utilizing the four and four (4 & 4) work schedule shall only receive overtime compensation for extended tours of duty in excess of ten point seven five (10.75) hours during a scheduled work day.

## Section 12. Overtime Hiring

On those occasions when it becomes necessary to hire additional manpower to fulfill squad requirements, said additional manpower shall be drawn from the off duty platoon first.

## Section 13. Off-Duty Platoon Call-In Method

When off-duty personnel are needed, the first squad to be called shall be the off-duty squad working the same designated tour of duty as the squad requiring additional manpower. If no member of the off-duty squad volunteers, the next squad shall be called in the order of their designated tours. If no member of the three off-duty squads volunteers, the next to be called will be members assigned to the Traffic/Safety section followed by members assigned to the Support Services sections. If no members have volunteered then the tour will be split between holding over an officer from the current on-duty squad and calling in an officer early from the squad coming on duty. Neither assignment shall exceed 5.25 hours.

## Section 14. Manpower Alternative

On those occasions when a member of any squad shall request time off which cannot be approved due to manpower requirements, said member may be allowed to have another member work in said member's place. However, the member requesting the time off must obtain written agreement from the alternative employee and approval from his or her squad supervisor prior to that date, indicating which member shall be reporting for duty.

Any member who shall agree to work another member's tour of duty shall be held responsible for all duties and departmental regulations as if he had been normally scheduled to work on that date.

#### Section 15: Time Off Compensation

The Patrol Captain shall be responsible for the scheduling of time off. However, said Captain shall attempt to fulfill all members' requests consistent with providing appropriate police protections.

Time off shall be allotted using the following priority order:

1. Vacation Days
2. Personal Days
3. Compensatory – Sick Days
4. Comp Time

No officer shall be allowed to supersede another officer's approved request for time solely based on the priority order schedule of time off compensation.

#### Section 13: Training

A. Any member may be required to attend a training course on an off-duty day, but shall be given a minimum of twenty-four (24) hours advanced notice of said training date.

B. Any member scheduled to attend a training course may volunteer to attend said course when insufficient time is available for advance notice. However, said officer shall not be entitled to any additional compensation as established in the parties' collective bargaining agreement with regard to change of schedule.

C. Any member may attend police training given by an outside agency if approved by the Director/Chief of Police or his designee prior to the scheduled training.

D. Thirteen hours of annual training shall be scheduled for officers on a 4 and 4 schedule on off duty hours on an overtime basis.

**ARTICLE VI: COLLECTIVE BARGAINING PROCEDURES**

Section 1. Collective bargaining with respect to conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties. Unless otherwise designated, the Business Administrator of the Township and the President of the Association shall be the respective bargaining agents to the parties.

Section 2. Employees of the Employer who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiations of a collective bargaining agreement will be excused from their work assignments during hours of negotiation, if such a scheduling conflict exists.

Section 3. No representative of the Employer shall meet with any member of the bargaining unit other than an authorized representative of the PBA, nor shall any members of the bargaining unit without specific authority by the PBA meet with a representative of the Employer for the purpose of discussing wages, hours or conditions of employment or other matters which are properly subjects of collective bargaining between the parties without prior notification to the PBA and the Township of such meeting and without the presence at such meeting of a representative of the PBA designated by the President of the PBA and a representative of the Employer.

The aforesaid provisions of Section 3 are not intended to prohibit, restrain, interfere with or affect in any way, the collective bargaining process or labor management relations activities between the parties including, but not limited to, meetings and discussions between authorized representatives of the Employer and the PBA during the terms of this Agreement, the grievance procedure set forth in this Agreement, and any other meetings or discussions required under this Agreement or necessary to the proper implementation or performance of the provisions of this Agreement.

**ARTICLE VII: WAGES**

Section 1. The schedule of wages for police personnel for each year of the contract is contained in Appendix A, which is attached hereto and made a part hereof. The following wage increase shall go into effect retroactive to their effective dates according to the following calendar year or fiscal year periods:

The differential between senior patrol officer and sergeant will be maintained at 10.0%. The differential between base salary of sergeant and lieutenant, (10.01%) and lieutenant and captain, (12.53%) shall be maintained.

The across-the-board salary increases shall be as follows:

Effective January 1, 2017                      1.0%

Effective January 1, 2018	1.25 at 12:01 a.m.%
Effective January 1, 2019	1.6%
Effective January 1, 2020	1.8%

The job functions currently performed by Platoon Lieutenants will be provided a \$1,500 a year stipend, retroactive to January 1, 2017, to be paid quarterly.

All Sergeants, Lieutenants, and Captains will receive an \$813.00 increase to base salary just prior to the 1% overall increase also effective January 1, 2017.

Section 2. In addition to the listed salaries a longevity payment shall be paid as hereinafter fixed and determined; said longevity pay to be considered as additional compensation and shall be considered part of the Employee's salary for retirement benefits.

#### LONGEVITY SCALE

For officers hired before the execution date of this collective bargaining agreement, the payment of longevity will be based on the following:

After the completion of 5 years -	2%
After the completion of 10 years -	4%
After the completion of 15 years -	6%
After the completion of 20 years -	8%
After the completion of 24 years -	10% (Maximum Allowable)

For officers hired on or after the June 12, 2012, execution date of this collective bargaining agreement, the payment of longevity will be based on the following:

After the completion of 5 years -	1%
After the completion of 10 years -	2%
After the completion of 15 years -	3%
After the completion of 20 years -	4%
After the completion of 24 years -	5% (Maximum Allowable)

Section 3. Special Duty Pay: In addition to the above salaries, longevity pay and rank differential, Special Duty pay benefit will be paid annually, for the duration of this CBA at the levels shown below, with the second holiday pay, the third Thursday in November, to all Employees as follows:

Non patrol Division Officers – assigned to a steady day shift	\$500
Non patrol Officers – assigned to both day and afternoon shift	\$925
Patrol Division Officers – assigned to steady day shift	\$750

Vice Detectives & Patrol Division Officers – assigned to a steady afternoon shift	\$1,250
Patrol Division Officers – steady midnight	\$1,700

This Agreement, as it pertains to Section 4, shall not be construed to increase the Township's exposure under this benefit beyond the cost of this benefit to the Township during 1987 on a per Employee basis. If during the course of a calendar year, an Employee is transferred between the above categories, the amount will be adjusted based on the number of months in each category.

**ARTICLE VIII: OVERTIME**

Section 1. Scheduled tours of duty shall not be changed until twenty-four (24) hours advance notice is given. Whenever an Employee's scheduled work hours are changed, the Employee is to receive time and one-half for the newly scheduled hours, if a change is made without said twenty-four (24) hour notice.

Section 2. Extended tour duty shall be given on the basis of reasonably equal seniority within the rank, on a rotating basis, whenever practical.

Section 3. All superior officers working overtime shall be compensated at the rate of one and one-half (1 1/2) the regular hourly rate. Five (5) hours minimum shall be compensated for appearances at County Court, and three (3) hours minimum shall be compensated for appearances in Municipal Court, when court appearances are required during off duty time. Five (5) hours minimum shall be compensated for appearances in County and in Civil Court, for police-related matters when such appearances are required during off-duty time.

Section 4. Superior Officers shall attend a minimum of nine (9) staff meetings per year without receiving additional compensation therefore. Provided, however, no Patrol Section Superior Officers shall be required to attend more than six (6) such staff meetings while off duty with the exception that day shift patrol superior officers and Platoon Lieutenants will be required to attend three (3) such staff meetings while off duty.

**ARTICLE IX: COMPENSATORY TIME**

Section 1. Compensatory time may be accepted through the mutual consent of the Employer and the Employee in lieu of payment for overtime.

Section 2. An Employee who agrees to accept compensatory time in lieu of overtime payment will be compensated at the rate of one and one-half (1 1/2) hours for each hour worked.

Section 3. The PBA will not make claim for time when non-essential personnel are dismissed for inclement weather. This provision shall not apply to situations wherein a holiday or partial holiday is declared for other municipal employees.

Section 4. Superior Officers on a five and two (5 & 2) work schedule will receive an additional eight (8) comp days each year.

Section 5. Superior Officers working a 4 x 3 schedule shall receive 24 hours of compensatory time each year. The phraseology "holiday compensatory time" will not be utilized in the agreement.

Section 6. No unit employee may accumulate more than 480 hours of compensatory time.

#### **ARTICLE X: HOLIDAYS**

Section 1. All Officers of the department shall receive fourteen (14) paid holidays in each year of the contract, which shall be folded into base salary effective January 1, 2018.

The fourteen (14) paid holidays for each year of the contract are as follows:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independent Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day

#### **ARTICLE XI: UNIFORM ALLOWANCE**

Section 1. Each sworn officer shall be granted a clothing allowance for the maintenance and replacement of all items of clothing and equipment that are not otherwise considered to be specialized items issued for special or unique duties. Said uniform allowance of \$1,400 annually which shall be payable by May 1<sup>st</sup> each year of this collective bargaining agreement.



Section 2. Uniform Cleaning Allowance – Effective July 1, 2011 each officer shall receive a uniform cleaning allowance in the amount of \$550.00 annually payable the first payday in August of each year of this collective bargaining agreement.

The Township shall reimburse any sworn officer covered by this Agreement for the fair current value of any clothing or equipment damaged as a result of the performance of the officer's duty, providing that the specific damage is noted in the official report relating to the incident as a part of which the damage was incurred.

Section 3. PBA shall notify Township no later than January 15<sup>th</sup> of each calendar year of the sum needed for the purchase of bullet proof vests on an "as needed" basis for the next fiscal year. Township will appropriate such amount in its budget. Provided, however, the amount requested by PBA and allocated by Township shall not exceed a cumulative total of \$5,000.00 per year commencing with calendar year 2000 minus the amount actually expended. For clarification purposes, the type of bullet proof vests and the time schedule for obtaining new vests shall be determined by the PBA. (Abide by the current practice)

#### **ARTICLE XI (A) – TUITION REIMBURSEMENT**

Effective September 1, 2017, the amount of tuition reimbursed by the Township shall depend upon the final grade received by the employee as follows:

Grade	Amount Reimbursed
A	50% Tuition Refund 100% Registration Fees 100% Required Books
B	50% Tuition Refund 50% Registration Fees 50% Required Books
C	50% Tuition Refund No Registration Fees No Required Books
Below C	No Reimbursement

Any course on which a "Pass or Fail" Grade shall be reimbursed as though the course grade was an "A". Tuition reimbursement for post graduate courses shall be 35%.

Tuition reimbursement shall be limited to courses relevant to police service.

Cost of tuition (cost/credit hour) may not exceed the average cost per credit of attending a similar class at Rutgers University or Seton Hall during the same semester.

## **ARTICLE XII: DEATH IN FAMILY**

An employee shall be granted three (3) working days off with full pay upon the death of wife, husband, son, daughter, parent, parent, brother, sister, grandparent, sister-in-law, brother-in-law, all step relatives of similar degree, and brother, sister, parents and grandparents of Employee's spouse. For uncles, aunts, nephews, nieces, cousins, of the first degree of the member or his/her spouse, the employee shall be granted the day of the burial only. The employees will be given a two week period from the first day taken off to utilize the allowed three days off. In accordance with Township ordinances, such leave must be approved by the Township Business Administrator.

## **ARTICLE XIII: SICK LEAVE**

Section 1. Each Employee shall be granted one sick day per month for a total of twelve days per year up to the time of termination of employment. Employees hired after the June 15, 2012, execution of this collective bargaining agreement shall be granted a total of ten (10) sick days per year. During any calendar year, an Employee may accumulate five (5) unused sick days toward a total of two hundred forty (240) days of sick leave, which may be credited toward early retirement. An Employee shall also be credited one (1) day for every (5) sick days accumulated in excess of two hundred forty (240) toward early retirement.

Accumulated unused sick days may be used at the time of retirement as salary extension for a time equal to the number of days of entitlement, or the Employee involved may request a cash payment from the Township for the accumulated days, at the Employee's sole discretion. However, in no event shall the amount paid exceed \$15,000.00 for any employee hired on or after 1 September, 2000. For employees hired on or after the execution date of this collective bargaining agreement the amount paid shall not exceed \$7,500.00

Section 2. Should any Employee not use all twelve (12) sick days or ten (10) sick days for employees hired on or after June 15, 2012 the execution of this contract, in any calendar year, effective January 1 of the succeeding calendar year the Employee may use the excess unused over five (5) sick days, not to exceed seven (7) days, as compensatory sick time or the Employee may designate up to four (4) of the seven (7) excess unused days as vacation. Unused compensatory sick time shall be cumulative. Use of the excess time as vacation time shall be subject to the provisions of this Agreement governing vacation time and may be converted to compensatory time at the discretion of the Employee.

Section 3. Nothing herein shall be interpreted to reduce or modify the number of sick days accumulated since a maximum of twelve (12) unused days per year prior to 1974, fifteen (15) unused days from 1974 to 1983, eight (8) unused days in 1984 and five (5) unused days in 1985.

Section 4. Effective January 1, 1986, any accumulated sick days shall be paid to the heirs or designated beneficiary of any Employee who dies while in the employ of the Township.

#### **ARTICLE XIV: PERSONAL DAYS**

Section 1. Each Employee shall be allowed two (2) administrative days and two (2) paid personal days in each calendar year of this Agreement. One (1) paid additional personal day is allowed in lieu of one-half (1/2) day off Christmas Eve and one-half (1/2) day off New Year's Eve. All three (3) personal days shall be considered as paid personal days for usage purposes. The Employer shall, furthermore, make every effort to revise such personnel policy so that, to the greatest extent possible, such personal days may be taken by employees when requested.

Section 2. For the purposes of one of the personal days, an individual may give four (4) hours' notice. In the event the On-Duty Supervisor determines that he must have the position staffed as a result of duty requirements, the On-Duty Supervisor shall have the responsibility of obtaining a replacement. If a replacement is obtained, the officer will be granted the personal day and the replacement shall receive the proper overtime compensation for filling the position. The On-Duty Supervisor shall not unreasonably deny any request. Personal emergency situations shall not be limited by the context of the above language.

#### **ARTICLE XV: VACATIONS**

1. After completion of five (5) years of service, an officer or Employees shall be limited to not more than eighteen (18) working days' vacation. For employees hired after the June 12, 2012, execution date of this collective bargaining agreement, after completion of ten (10) years of service an officer or employee shall be limited to not more than eighteen (18) working days during such calendar year.

2. For employees hired before the execution date of this collective bargaining agreement, after completion of (10) years of service, an officer or Employee shall be limited to not more than twenty (20) working days' vacation. For employees hired after the June 12, 2012, execution date of this collective bargaining agreement, after completion of fifteen (15) years of service an officer or employee shall be limited to not more than twenty (20) working days during each calendar year.

3. For employees hired before June 11, 2012, the execution of this collective bargaining agreement. After completion of fifteen (15) years of service, an officer or Employee shall be limited to not more than twenty-four (24) working days' vacation. For employees hired after the execution date June 11, 2012, after completion of twenty (20) years of service an officer or employee shall be limited to not more than twenty-four (24) working days during each calendar year.

4. After completion of twenty-five (25) years of service, an officer or Employee shall be limited to not more than twenty-five (25) working days' vacation.

5. Division Heads with more than twenty (20) years of service shall be limited to not more than twenty-seven (27) working days' vacation or 216 hours vacation during each calendar year.

6. Division Heads with more than twenty-five (25) years of service shall be limited to not more than twenty-eight (28) working days' vacation or 224 hours vacation during each calendar year.

7. The following shall be the vacation day conversion schedule for those officers assigned to the Patrol Section utilizing the four and four (4 x 4) and four and three (4 x 3) work schedule; respectively.

Employees hired on or after execution of CBA Years of Completed Service Hrs/Day	Employees hired before execution of CBA Years of Completed Service Hrs/Day	4 x3 Schedule @ 10.00 Hrs/Day	4 x 4 Schedule @ 10.75 Hrs/Day	5 x 2 Schedule @ 8 Hrs/Day
25 + years	25 + years	20 Days (200 hours)	20 Days (215 hours)	25 Days
21 - 24 years	16 - 24 years	19.2 Days (192 hours)	19 Days (204.25 hours)	24 Days
16 - 20 years	11 - 15 years	16 Days (160 hours)	16 Days (172.00 hours)	20 Days
11 - 15 years	6 - 10 years	14.4 Days (144 hours)	14 Days (150.52 hours)	18 Days
0 - 10 years	0 - 5 years	8.8 Days (88 hours)	9 Days (96.75 hours)	11 Days

## ARTICLE XVI: POLICE PERSONNEL FILES

Section 1. There shall be one Piscataway Police Department Employee Personnel File. This file shall consist of all personal data concerning the Employee, such as Achievement Records, Employment Data, Medical or Disability Data, and Founded Disciplinary Data. The Director/Chief of Police shall assign a member of the Department to act as custodian of the files. The Employee shall notify the Employee within reasonable time of material considered to be detrimental to the Employee which is to be included in the file. The Employer shall have the right to examine said material and include a rebuttal.

Section 2. The Employee shall have the right to review his file at a reasonable time. Any detrimental material, except for charges leading to conviction or discipline may be removed through the grievance procedure.

Section 3. Any informal complaints, or misconduct in officer charges, which have led to conviction or discipline of an Employee, shall remain in the personnel file subject to the right of an Employee to have same expunged from said file upon completion of three (3) years of service

without conviction for a disciplinary or other charge. The responsibility for removal shall rest with a request by the Employee.

Section 4. Any informal complaint charges shall remain in the personnel file until adjudication.

Section 5. It is understood that this Article addresses personnel files within the Police Department. And that the provision of this Article does not apply to the Personnel files maintained on all Employees in the Department of Administration, which are required for the effective management of a total pay position, and classification system.

Section 6. No person shall be permitted to review said Police Personnel files except the Director/Chief of Police, the custodian of the personnel files, the Director of Public Safety or his designee(s) and the Employee.

Section 7. During the course of an ongoing investigation concerning a given employee, the Employee shall not have access to his file.

Section 8. Any employee shall have the right to review his file once per year, but he must review during regular business hours. He must give twenty-four (24) hours advance notice.

#### **ARTICLE XVII: CONTINUATION OF BENEFITS**

The parties agree that the Township may, in its discretion, provide health benefits through the State Health Benefits Program conditioned upon the Township providing access to the full complement of plans associated with the State Health Benefits Program.

#### **ARTICLE XVIII: TERMINATION ENTITLEMENT**

Upon termination, an Employee shall be paid for all earned, but deferred benefits such as wages, accrued compensatory time, overtime pay, holiday pay and accrued vacation time.

#### **ARTICLE XIX: WELFARE AND PENSION BENEFITS**

Section 1. The Employer agrees to provide life insurance for each employee in an amount equal to said Employee's pay.

Section 2. The Employer agrees to provide and cover all Employees including their dependents with Blue Cross & Blue Shield, health, prescription and dental coverage and to pay for same. Effective July 1, 2008 the traditional insurance option shall no longer be available. The Horizon POS will still be offered and those employees currently in the Horizon Traditional Plan may choose from the Horizon POS Plan or either the PPO Blue Card or the PPO enhanced

plan currently available to other non-police employees. The PPO plan unlimited lifetime benefit will be maintained.

Effective January 1, 2011, if an employee's spouse is employed by the Township only one (1) coverage will be provided.

Employee contributions to health insurance premiums shall be pursuant to the requirements of Chapter 78 of Public Laws 2011.

Effective July 1, 2012 the co-pay for generic drugs shall be five dollars (\$5.00), the co-pay for brand name drugs will be twenty-five dollars (\$25.00). Co-pay for brand name where no generic exists will be twenty (\$20) dollars. If generic is available and the doctor prescribes brand name, the co-pay will be twenty-five (\$25) dollars.

The co-pay for the POS plan will be ten dollars (\$10.00) per visit in network and the co-pay factor for the PPO will be fifteen dollars (\$15.00) per visit in network.

The Dental deductible will remain at \$100.00 with an aggregate of \$300.00 per family and the coverage changed to a maximum per person per year to \$1,200.00 and the coverage for orthodontics will increase to \$2,000.00 per child as described in the dental plan contract.

Employees are not allowed to pass prescription co-pay through the PPO or POS Plans.

A. Second Opinions are mandatory only if the Township's insurance carrier requires it. In other cases, the employee may elect to seek a second opinion.

Section 3. Any full-time Township employee may choose, at his or her sole option, not to be enrolled in the health insurance plan provided by the Township. Any employee so choosing shall be eligible to receive reimbursement, lump sum, as provided herein, in lieu of receiving health, dental or prescription insurance benefits from the Township in accordance with the following payments:

	FAMILY COVERAGE HUSBAND AND WIFE	PARENT AND CHILD
Health	\$2,250	\$1,500
Dental	\$450	\$300
Prescription	\$300	\$200
	\$3,000	\$2,000

The Township of Piscataway ("Township") adopted a Cafeteria Benefits Plan, effective January 1, 1992 (the "Plan"). The purpose of the Plan is to provide certain Employees of the Township a choice between a cash payment and coverage under its applicable Health Benefit Package. The Plan is intended to qualify as a "cafeteria plan" under Section 125 of the Internal

Revenue Code of 1986, as amended (the "Code"), and is to be interpreted in a manner consistent with the requirements of Code Section 125. Code Section 125 provides, generally, that no amount is included in the gross income of a participant in a cafeteria plan solely because, under the plan, the participant may choose among the benefits of the plan.

A copy of the Plan is available for inspection by Employees at the offices of the Township during business hours upon reasonable notice.

A. An Employee who chooses not to accept health insurance coverage must provide satisfactory proof in writing that employee is covered by health insurance provided by his or her spouse, or by other means by providing notice of such coverage forthwith. The Township Business Administrator shall decide whether such notice is satisfactory.

B. The lump sum payment referred to in this Article shall be paid on a last payday in December of each year. Any employee who chooses not to accept health insurance coverage that leaves the Township employment in good standing shall be entitled to a pro-rata share of the payments set forth above at the time of his or her separation from Township employment. Otherwise such payments shall be made on the last payday of the completed year.

C. This option is available to active full-time employees who are covered by a current health insurance program sponsored by the Township.

D. The reimbursement provided herein shall not be considered wages or any other compensation for the purpose of calculating retirement benefits, seniority benefits, longevity benefits, or for any other purpose.

E. If an Employee who chooses to accept the in lieu of payment wishes to re-enroll in the Township's health insurance coverage he/she may do so by completing the required application forms only during the carrier's scheduled open enrollment period. The employee will be required to complete the usual waiting period.

F. Where husband and wife are both employees of the Township, only one, either husband or wife shall be entitled to the sundry health related insurances as primary insured employee. However, the Township shall reimburse the employee not receiving the insurance (be it the husband or the wife) for any "deductibles" as same would be covered if the second spouse were also a primary insured, i.e., that "coordination of benefits" that would have existed if both spouses had separate coverage shall not be affected.

Section 4. All health and dental benefits shall be continued in full force and effect for retired Employees and their families and Employer agrees to pay for same until the death of the Employee Retiree.

Section 5. The Employer agrees to provide for and cover dependents with all health and dental benefits and pay for same if an Employee dies while an active employee (not reached effective retirement date), until the spouse remarried or four (4) years from the date of the employees death.

Section 6. Long-Term Disability Program. (LTD Program)

A. Policy. Disability benefits are available to full-time employees, with at least **two full years** of continuous service, for serious, non-job-related long-term illnesses or injuries, which necessitate absences in excess of thirty (30) continuous calendar days. (The thirty continuous calendar days is herein referred to as the **LTD Qualification Period**.) Where allowed by law, all leave under this program runs concurrent with any State or Federal FLA or FLMA leave.

During the LTD Qualification Period, prior to being placed on long-term disability, the employee must first use all of his or her accrued sick days. If all of the employee's sick days are utilized, then employee may utilize any other available vacation or other paid leave time.

Should the employee not have adequate paid time available, the remaining number of days in the LTD Qualification Period that the employee is unable to work shall be unpaid until the LTD Qualification Period has been fulfilled.

Long-term disability leave starts with the thirty-first (31) continuous calendar day an employee is unable to work.

After the employee has completed the LTD Qualification Period and has been placed on long-term disability status, the Township will pay the employee in the following manner:

75% of employee's usual weekly/bi-monthly salary for up to eleven (11) months on long term disability.

If an employee returns to work, after being out under the LTD Program, the employee must return to work full time for six (6) months before he or she can apply for additional benefits under the LTD Program. The LTD Qualification Period requirement must be met each time an employee applies for long-term disability under this program. Notwithstanding the above, if an employee receives benefits under the LTD Program and returns to work full time but must take time off again due to the same medical condition within a 30 days period after returning to work and the employee has not exhausted his/her LTD maximum benefit of 11 months, the employee will not be required to meet another LTD qualification period but may use up the balance of the LTD period that remains related to that specific personal illness or injury.

An employee may not work for any other employer or be self-employed while receiving benefits under the Township's LTD program unless the following two conditions are met:

- a. The work must be "approved" in accordance with current procedures for approving outside work; and
- b. The nature of the outside work cannot be inconsistent with the employee's condition that disables him or her from performing police work.



Any employee found to be violating this policy will be subject to immediate termination from the LTD program and will be subject to disciplinary action up to and including immediate termination of employment from the Township.

**B. Conditions** – The above payment schedule is subject to the following provisions:

i. The Township will charge the employee's sick leave or other leave days during the LTD Qualification Period. Any balance of the employee's accumulated sick days will not be used during the LTD leave period, unless the employee requests these sick days be charged as described in subsection (iii) below. The thirty (30) continuous calendar day LTD Qualification period will be applicable each time an employee requests long term disability leave.

An employee must have sick leave or other leave days to his or her credit, for the year that the illness or injury occurs, to receive pay for that time before being placed on long term disability.

ii. If, at the end of the LTD period the employee is still unable to work, he or she may request to use the remainder of their accumulated sick leave or other leave days to continue to receive their salary and benefits.

iii. If the employee has paid leave time available in excess of the days needed to meet the LTD Qualification Period, the employee may request that their additional available leave time be charged to increase disability payments to 100% of their usual weekly/biweekly salary. If at the end of the Long Term Disability period the employee is still unable to work, the employee may request to use any or all of the employee's remaining leave time including sick and vacation days to continue to receive his or her salary and benefits.

iv. While on long-term disability, the employee shall not accumulate vacation days, personal days or further sick days. Upon the employees return to work from LTD, the Division of Human Resources will send the employee a notice of his or her leave time adjustment based on the time they were out on LTD. This is required because the Township front loads all leave time for each employee January 1 of the current year. If the employee's adjustment of time exceeds his or her balance, then the employee will retain a negative balance until the following calendar year, from which the time will be taken from the new allotment of time.

**C. Certificate of Disability** – The Township will only continue an employee's salary and benefits under the LTD Program for a period up to eleven (11) months after the LTD Qualification Period providing that the employee submits a completed Certificate of Disability by his or her physician.

i. The original Certificate of Disability must include the following information:

Name of Employee

Nature of employee's illness or injury

Extend and duration of employee's illness or injury (dates included)

A statement to the fact that the employee was unable to report for work even for limited duty.

The Certificate must be signed by a medical doctor licensed in the United States.

The employee must provide an updated certification of continuing disability updating all of the information contained in the original certification of disability and signed by a licensed medical doctor to the Township every thirty (30) days during the LTD, or anytime a certification is requested by the Township. Failure to provide the certification of continuing disability as required or requested will result in suspension of all payments until the certification is received. It is the employee's responsibility to secure all certifications or recertifications under this policy in the period required or as requested.

Within eight (8) calendar days of an apparent long-term illness, the employee must request a Certificate of Disability Form from the Division of Human Resources. This form must be completed and returned to the Division of Human Resources at least two weeks prior to the end of the LTD Qualification Period for an employee to be placed on long-term disability as of the thirty-first (31) continuous calendar day of the personal illness or injury, which prevents the employee from working.

Failure to complete the Certificate of Disability prior to the end of the thirty (30) continuous calendar days of personal illness or injury, which prevents the employee from working, will result in loss of pay for each day thereafter until the form is completed, returned to and reviewed by the Division of Human Resources.

The Township reserves the right to request a second medical opinion, at the Township's own expense, to confirm what is represented in the Certificate of Disability.

Employees shall not accrue leave time, holiday pay, clothing allowance, Shift differential, etc., while collecting LTD.

Section 7. The PBA-93A agrees to participate on a committee to review alternate health insurance.

Section 8. Whenever the Employer requires an "Employee to undergo a medical, dental or similar examination, the Employer shall pay the medical fees charged for such examination.

Section 9. Notwithstanding anything else to the contrary contained herein, the Township shall have the continuing right to select insurance carriers and plans so long as the benefits and networks provided thereby are substantially identical to the existing plans in coverage benefits and network.

## **ARTICLE XX: PROMOTIONAL TESTING PROCEDURES**

### **A. Promotional Testing Procedure.**

The Police Department promotional testing procedures for the ranks of Lieutenant and Captain shall be agreed upon by committee representing PBA 93A and the Police Administration (Director/Chief of Police and as delineated within the Department Policies and Procedures.

## **ARTICLE XXI: PATROL STRENGTH**

The Employer shall make every effort to increase the minimum patrol strength from those levels existing at the time of the execution of this Agreement.

## **ARTICLE XXII: IN-SERVICE TRAINING**

The Employer shall endeavor to provide in-service training to Employees, whenever possible.

## **ARTICLE XXIII: SAVINGS CLAUSE**

In the event that any provision of this agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement. It being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE XXIV: JUST-CAUSE PROVISION**

No member of the bargaining unit shall be discharged, disciplined, reprimanded or reduced in rank or compensation without just cause.

## **ARTICLE XXV: AGENCY SHOP PROVISION**

### **Section 1. Representation Fee**

If any Employee does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

### **Section 2. Procedure**

A. Notification: Prior to March 1 of each year, the Association will submit to the Township a list of these Employees who have neither become members of the Association for

then current membership year nor paid directly to the Association the full amount of the representation fee for the membership year. The Township will deduct from the salaries of such Employees, in accordance with Paragraph B below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

B. Payroll Deduction Schedule: The Township will deduct the representation fee equal to 85% of the dues paid by a PBA Association member, in equal installments, as nearly as possible, from the paychecks paid to each Employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

10 days after the receipt of the aforesaid list by the Township or

30 days after the Employee begins his employment in a bargaining unit position.

C. Termination: If an Employee who is required to pay a representation fee terminates his employment with the Township before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

D. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics for the deductions of representation fee and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for deduction and transmission of regular membership dues to the Association.

E. Changes: The Association will notify the Township in writing of any changes in the list provided for in Paragraph A above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Township receives said notice.

F. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the Association, a list of all Employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include name, job titles and dates of employment for all such Employees.

G. Continuation: Continuation of the agency fee program is predicated on more 50% of the eligible employees in the negotiating unit being voluntary dues paying members of the Union.

H. Demand and Return Procedures: Not later than 30 days after ratification of this successor Agreement, the PBA shall provide to the Township and to each unit member, (annually thereafter) its written Demand and Return Agency Fee Procedure, which procedure shall comport with then applicable law and in which the PBA shall save harmless and provide for the defense of the Township in any proceeding concerning the Agency Fee and Agency Fee Procedures.

#### **ARTICLE XXVI: LEGAL DEFENSE**

The Township will provide defense for members or officers in actions or legal proceedings arising out of or incidental to performance of duties pursuant to N.J.S.A. 40A:14-155 as follows:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in disciplinary proceedings instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality.

If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

#### **ARTICLE XXVII: INVESTIGATORY RIGHTS**

In an effort to ensure that the internal departmental investigations are conducted appropriately in all respects, the following guidelines are hereby adopted with the intent that it is binding upon both the Employee and the Township.

Section 1. The interrogation of an Employee regarding the departmental investigation shall take place at a reasonable hour; if it is required that the Employee shall be compensated as set forth elsewhere in this Agreement, unless the Employee is subsequently found guilty of a departmental or other offense.

Section 2. The Employee shall be reasonably informed of the nature of that investigation at the commencement of interrogation. If the Employee is being questioned as a suspect, or is the target of a departmental investigation, that status shall be communicated to the Employee at the outset of questioning. Nothing, however, shall preclude the investigating entity or officer from later determining that an Employee previously questioned as a witness may have committed a violation of departmental rules and regulations or of law, and neither the Township nor the Investigation officer shall be stopped from subsequently proffering charge against the

Employee in question because questioning of the Employee took place prior to the proffering of charges without indicating to the Employee that he may be subject thereto.

Section 3. All interrogation shall be reasonable in length with reasonable respites allowed for personal necessities, meals, telephone calls or rest periods, if necessary.

Section 4. The Employee shall be subject to no offensive language; no interrogation shall include any threats relating to the Employee's employment. Including, but not limited to, transfer, dismissal, or other disciplinary punishment, but nothing herein shall preclude the Township or the investigating officers from initiating formal proceedings against the Employee at any time, if such charges are warranted.

Section 5. It is intended that the within statement of Employee's rights shall apply particularly to departmental investigation, but nothing herein shall preclude the Township or any investigating officer from interrogating any Employee in conjunction with a proposed criminal offense, subject to all appropriate legal safeguards.

Section 6. Nothing herein shall be interpreted to preclude a supervisor from interrogating his or her subordinates regarding their daily activities, nor shall the within Article be interpreted so as to preclude interrogations which do not rise to the level of formal departmental charges.

Section 7. Notwithstanding anything to the contrary provided in this successor agreement or in any past practice, the now appertaining New Jersey Attorney General Guidelines on internal and criminal investigations of police officers, as same may be from time to time amended, shall govern and supersede any conflicting contractual text or past practice.

#### **ARTICLE XXVIII: DURATION OF AGREEMENT**

Section 1. This Agreement shall continue through the period retroactively from January 1, 2017 through December 31, 2020.

Section 2. In the event such negotiations do not result in a newly executed Agreement by December 31, 2020, the parties agree to continue the negotiations and all terms and conditions of this Agreement shall continue in full force and effect until the new Agreement agreed upon and executed.

IN WITNESS WHEREOF the parties hereto set their hands the day, month and year first above written.

TOWNSHIP OF PISCATAWAY

By: Bruce C. Wahlen

ATTEST:

By: Melissa A. Seader  
Township Clerk

PISCATAWAY PBA LOCAL NO. 93A

By: James W. Miller SDA Pres 9/26/17  
Joe SDA V.P. 9/26/17

ATTEST:

By: [Signature]

EXHIBIT A: SALARY SCHEDULE



TOWNSHIP OF PISCATAWAY  
PISCATAWAY PBA LOCAL NO. 93A  
SALARIES WAGES SCHEDULE 2017 TO 2020

Description	2017	2018	2019	2020
<b>Sergeants</b>	\$ 125,242.00	\$ 133,636.00	\$ 135,774.00	\$ 138,218.00
<b>Lieutenants</b>	\$ 137,696.00	\$ 146,924.00	\$ 149,275.00	\$ 151,962.00
<b>Captain</b>	\$ 154,847.00	\$ 165,225.00	\$ 167,869.00	\$ 170,891.00