

January 27, 2005 Draft
March 2, 2006 Amended

A G R E E M E N T

between

TOWNSHIP OF OLD BRIDGE

and

OLD BRIDGE CAPTAINS ASSOCIATION

Effective July 1, 2004 through June 30, 2008

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83 **PREAMBLE**

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86 This Agreement is entered into this _____ day of _____, 2004 by and between the
87 Township of Old Bridge in the County of Middlesex, New Jersey, hereinafter called the
88 "Township" and the Old Bridge Captains Association, hereinafter called the "O.B.C.A.",
89 represents the complete and final understanding on all issues that were bargained between the
90 Township and the O.B.C.A. This Agreement shall not deprive either party of any rights under
91 current PERC statute.

92 **ARTICLE I**

93 **Recognition**

94 A. The Township hereby recognizes the Old Bridge Captains Association (O.B.C.A.), as
95 the exclusive collective negotiations agent for all superior officers employed by the Township in
96 the rank of Captain. The Chief of Police and all other employees are excluded from this unit.

97 B. The term "superior officer" and "superior" shall be defined to include all bargaining
98 unit members in Section A. The plural as well as the singular are to include males and females.

99 **ARTICLE II**

100 **Negotiation Procedure**

101 A. The parties agree to enter collective negotiations over a successor agreement in
102 accordance with Chapter 123, Public Employees Laws 1974 and any successor changes in the
103 state law governing Public Employees of the State of New Jersey in a good effort to reach
104 agreement.

105 B. The parties mutually pledge that their representatives shall have the authority to make
106 proposals, consider proposals and make counter-proposals in the course of negotiations. Any
107 agreement arrived at by the negotiating representatives will be submitted to the Township

108 Council and the members of the O.B.C.A. for ratification, decision or vote. Any agreement of
109 the parties in negotiation will be reduced to writing and will become binding for the period of
110 agreement upon ratification.

111 C. Nothing herein shall be construed to prevent any official from meeting with the
112 employee organization for the purpose of hearing the reviews and requests of its members in
113 such unit as long as the majority representative is informed of the meeting and is present.

114 D. The Township agrees that there shall be no unilateral changes in the negotiable terms
115 and conditions of employment except as provided by law.

116 **ARTICLE III**

117 **O.B.C.A. Rights and Privileges**

118 **A. Information**

119 1. The Council agrees to make available to the O.B.C.A. in response to
120 reasonable requests from time to time all available information concerning the plans and
121 operational programs of the Police Department and the financial resources available to the
122 Council and Township, including but not limited to: annual financial reports and audits, staffing
123 plans, register of personnel, tentative budgetary requirements and allocations, agendas and
124 minutes of all Council meetings, census data, individual and group health insurance premiums
125 and experience figures, and other such information that shall assist the O.B.C.A. in developing
126 intelligent, accurate, informed and constructive programs on behalf of the superior officers,
127 together with any information which may be necessary for the O.B.C.A. to process any grievance
128 or complaint.

129 2. A designated O.B.C.A. representative may review the personnel file of a
130 member of the bargaining unit in connection with the processing of a grievance provided an
131 appropriate release has been secured in advance from the affected individual(s).

132 B. Release Time

133 1. Whenever any representative of the O.B.C.A. or any other employee covered
134 by this Agreement participates during the officer's working hours, in grievance proceedings,
135 conferences with management, negotiations, and related litigation, initiated by the O.B.C.A. or
136 the Township, he shall suffer no loss in pay or other contractual benefits to which he is entitled.

137 C. Use of Municipal Facilities

138 1. The O.B.C.A. and its members and representatives shall have the right to
139 use the municipal facilities at all reasonable times for meetings with approval of the Mayor or
140 his/her designee, provided those facilities are not in use or scheduled to be used.

141 2. The Mayor or his/her designee shall be notified in advance of the time of
142 the meeting, location and anticipated duration.

143 D. O.B.C.A. Representatives

144 1. Accredited representatives of the O.B.C.A. may enter Township facilities
145 or premises at reasonable hours for the purpose of observing working conditions or assisting in
146 the adjustment of grievances. When the O.B.C.A. decides to have its representatives enter the
147 Township facilities or premises, it will request such permission from the Business Administrator
148 or his/her representatives and such permission will not be unreasonably withheld, provided there
149 shall be no interference with the operations of the business of the Township government or the
150 normal duties of employees.

174 services rendered by the Association as majority representative. The O.B.C.A. agrees to provide
175 an Association grievance form to all non-Association members.

176 2. Amount of Fee

177 a. Notification

178 Prior to the beginning of each membership year, the Association will
179 notify the Business Administrator in writing of the amount of regular membership dues,
180 initiation fees and assessments charged by the Association to its own members for that
181 membership year. The representation fee to be paid by non-members will be equal to 85% of
182 that total amount.

183 b. Legal Maximum

184 In order to adequately offset the per capita cost of services rendered by the
185 Association as majority representative, the representation fee should be equal in amount to the
186 regular membership dues, initiation fees and assessments charged by the Association to its own
187 members, less the cost of benefits financed through the dues, fees, and assessments and available
188 to or benefiting only its members. The representation fee has been set at 85% of the regular
189 membership dues, initiation fees and assessments charged by the Association to its own
190 members, solely because that is the maximum presently allowed by law. If the law is changed in
191 this regard, the amount of the representation fee automatically will be increased to the maximum
192 allowed, said increase to become effective as of the beginning of the Association membership
193 year immediately following the effective date of the change. Should the maximum amount be
194 decreased by law, the Association would have the final say as to whether or not to implement the
195 fee or remove the Article.

196

197 3. Deduction and Transmission of Fee

198 a. Notification - Once during each membership year covered in whole or
199 in part by this Agreement, the Association will submit to the Business Administrator a list of
200 those employees who have not become members of the O.B.C.A. for the then current
201 membership year. The Township will deduct from the salaries of each employee, in accordance
202 with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the
203 amount so deducted to the Association.

204 b. Payroll Deduction Schedule - The Township will deduct the
205 representation fee in equal installments, as nearly as possible, from the paychecks paid to each
206 employee on the aforementioned non-member list during the remainder of the membership year
207 in question. The deductions will begin with the first paycheck paid:

208 (1) Ten (10) days after receipt of the aforementioned non-member list by
209 the Business Administrator; or

210 (2) Thirty (30) days after the employee begins his or her employment in a
211 bargaining unit position, unless the employee previously served in a non-bargaining unit position
212 and then became covered by this Agreement or was laid off, in which event the deductions will
213 begin with the first paycheck paid to said employee after the resumption of the employee's
214 employment in a bargaining unit position.

215 c. Termination of Employment - If an employee who is required to pay a
216 representation fee terminates his or her employment, for any reason, be it resignation, layoff,
217 retirement dismissal or any other cause, before the Association has received the full amount of
218 the representation fee to which it is entitled under this Article, the Township will deduct the

219 unpaid portion of the fee from the last paycheck paid to said employee up to and including the
220 last date of employment.

221 d. Mechanic - Except as otherwise provided in this article, the mechanics
222 for the deduction of representation fees and the transmission of such fees to the Association will,
223 as nearly as possible, be the same as those used for the deduction and transmission of regular
224 membership dues. The Township will, however, indicate in those records transmitted to the
225 Association which monies are from dues and which monies are receipts from the representation
226 fee.

227 e. Changes - The Association will notify the Business Administrator in
228 writing of any changes in the list of non-members provided for in Paragraph 1 above and/or the
229 amount of the representation fee, and such changes will be reflected in any deductions made
230 more than ten (10) days after the Administrator received such notification.

231 f. New Employees - On or about the last day of each month, beginning
232 with the month this Agreement becomes effective, the Township will submit to the Association,
233 a list of all new employees who began their employment in a bargaining unit position during the
234 preceding thirty (30) day period. The list will include names, job titles and dates of employment
235 for all such employees.

236 4. Liability - The O.B.C.A. shall defend and save the Township harmless against
237 any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of
238 action taken by the Township in reliance upon salary deduction authorization cards as furnished
239 by the O.B.C.A. to the Township, or in reliance upon the official notification on the letterhead of
240 the Association advising of changed deduction.

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ARTICLE V

Salaries

A. Base salaries for this Agreement are as follows:

Effective July 1, 2004:

First year in rank of Captain	\$98,000.00
Second year in rank of Captain	\$100,000.00
Third year in rank of Captain	\$102,000.00
Fourth year in rank of Captain	\$104,561.62

Effective July 1, 2005: (3% pay raise)

First year in rank of Captain	\$100,940.00
Second year in rank of Captain	\$103,000.00
Third year in rank of Captain	\$105,060.00
Fourth year in rank of Captain	\$107,698.47

Effective July 1, 2006: (3.5% pay raise)

First year in rank of Captain	\$104,472.90
Second year in rank of Captain	\$106,605.00
Third year in rank of Captain	\$108,737.10
Fourth year in rank of Captain	\$111,467.92

Effective July 1, 2007: (3.5% pay raise)

First year in rank of Captain	\$108,129.45
Second year in rank of Captain	\$110,336.18
Third year in rank of Captain	\$112,542.90
Fourth year in rank of Captain	\$115,369.29

271 **ARTICLE VI**

272 **Normal Work Week/Exempt Employee Status**

273 The normal work week for all Captains will be Monday through Friday, with weekends and
274 holidays as normal days off, each day being eight (8) hours in length and forty hours per week,
275 however, other such days and hours, including weekends and holidays, may be designated by the
276 Chief of Police as needed.

277 All members of the O.B.C.A. shall be considered exempt employees as defined by the Fair
278 Labor Standards Act, and the Township Personnel Policy. As exempt employees member of the
279 O.B.C.A. shall not be entitled to earn overtime or compensatory time, and shall not be
280 compensated with overtime pay or compensatory time off.

281
282 **EXCEPTION:** If payment is received by the Township as reimbursement to the Township by an
283 outside agency for a Captain responding to a scene (an example of this would be a haz-mat
284 situation where insurance is required by law to reimburse the Township which includes salary
285 and overtime for the Townships participation in the clean-up). Nothing in this section requires
286 the Township to bill for Captain's overtime.

287
288 **NOTE:** When the Chief of Police determines that a Captain is required to work extra duty jobs the
289 overtime rate shall be calculated based on a thirty-seven and a half (37 1/2) hour work week.
290
291
292

298 **ARTICLE VII**

299 **Longevity**

300 A. All employees covered under this Agreement shall receive longevity payment
301 on the following basis:

- 302 1. 5 years service.2 1/2%
- 303 2. 10 years service.5%
- 304 3. 15 years service.7 1/2%
- 305 4. 20 years service.10%
- 306 5. 24 years service.12 1/2%
- 307 6. 29 years service.15%

308 B. Consecutive years in service shall be computed from the date of initial
309 employment by the Township, except where service was interrupted. In such cases, consecutive
310 year's service shall be computed as follows:

311 1. Authorized leave of absence at employee's request from date of initial
312 employment less time for leave of absence.

313 2. Resignation and subsequent rehiring
314 If a person resigns and is rehired within one (1) year of his resignation,
315 he shall be allowed to work five (5) consecutive years and then have his time bridged back to his
316 original hiring date and all benefits and longevity pay shall be forthcoming.

317 3. Military Service
318 Employment shall be considered as uninterrupted except no credit shall
319 be allowed for service in the Armed Forces.

320 4. Disciplinary Action - no credit shall be allowed for the amount of time
321 lost due to a disciplinary action.

322 C. Longevity shall be paid on a biweekly basis as part of the base pay.

323 **ARTICLE VIII**

324 **Vacation**

325 A. Captains receive twenty-five (25) vacation days.

326 B. All employees shall be permitted to carry over ten (10) vacation days into the
327 new year provided request to carry over is submitted by October 1st of current year, subject to
328 approval of Chief or Business Administrator.

329 **ARTICLE IX**

330 **Holidays**

331 A. All employees will be paid for the following holidays.

332	New Year's Day	Labor Day
333	Martin Luther King's Birthday	General Election
334	Lincoln's Birthday	Veteran's Day
335	Washington's Birthday	Thanksgiving Day
336	Good Friday	Thanksgiving Day (following Friday)
337		
338	Memorial Day	Christmas Day
339	Primary Election	One (1) floating holiday
340	Independence Day	

341

342 B. Holiday pay is to be part of employee's gross annual salary for pensions, and
343 therefore subject to pension contributions.

344 **ARTICLE X**

345 **Sick and Bereavement Leave**

346 A. Sick Leave

347 1. Sick leave is to be considered an insurance type benefit, to be used when
348 needed due to personal illness or physical incapacity. Sick leave may be used for
349 illness in an employee's immediate family. Immediate family is defined as: mother, father,
350 mother-in-law, father-in-law, grandparents, husband, wife, son, daughter, brother, sister, brother-
351 in-law, sister-in-law or any blood relative residing in the employee's household.

352 2. Each employee shall have ten (10) sick days per year. These ten (10) days
353 shall be credited on January 1st of each year.

354 3. Any officer who is entitled to sick time and is sick for more than five (5)
355 consecutive days shall be required to furnish his department head with a doctor's certificate
356 stating the nature of the illness and the expected date of return to work.

357 4. Accrued Sick Leave-Annual Cash-In, Retirement or Death

358 a. Subject to ARTICLE XXVII, each full time employee who retires for
359 reasons of physical disability, age, or length of service to the Township shall be entitled to
360 collect upon retirement, payment in full, on a per diem basis, all accrued sick leave, subject to
361 the limitations outlined in b, c, and d, below. In the case of an employee's death, said payment
362 shall be made to the beneficiary as indicated on the police and firemen's retirement system forms,
363 subject to the limitations outlined in b, c, and d, below. Sick time buy-out will take place over a
364 minimum of three years after an employee retires unless otherwise agreed upon by the employee
365 and the Township. The total amount to be paid to the retired employee will be divided into

366 thirds and each third will be paid on an annual basis on or about January 15th or other such date
367 which is mutually agreed upon by the employee and the Township in the separation agreement.

368 b. Effective January 1, 1984, employee will be permitted to accrue no
369 more than two hundred eighty (280) sick days (less any days sold back to the Township prior to
370 the effective date of this agreement) for the purpose of payment under this section.

371 c. Any employee hired after January 1, 1984 shall be permitted to accrue
372 no more than one hundred (100) days for the purposes of this section.

373 d. Any employee hired after July 1, 1994, shall be permitted to accrue
374 sick leave for severance purposes as follows:

375 One (1) day's pay for every two (2) days accrued sick days with a maximum cash
376 payment of fifteen thousand (\$15,000) dollars.

377
378 However, employees may continue to accrue sick time beyond the aforementioned figures for the
379 purposes noted in Section 1 above.

380 5. In addition to the above listed limitations, employees promoted to the rank of
381 Captain after July 1, 2004, shall be subject to the following additional limitations:

382 a. Any employee whose accumulated sick limit was reduced below the
383 above listed limits shall continue to be subject to that reduced limitation.

384 6. In case of resignation, said employee shall be paid fifty percent (50%) of his
385 accrued sick leave in accordance with the caps set forth in Section 4.a, b, c, or d, as applicable.
386 If dismissed for just cause, said employee is entitled to a hearing before the Council, or a
387 committee thereof, to determine whether there are any equitable reasons to justify payment for
388 sick leave based on good cause.

389 7. The Chief of Police, or his designee, may verify the illness or injury of any
390 employee. Such verification procedure may include a telephone call or visit to the employee's
391 home.

392 8. The Chief of Police, or his designee, may require an employee to submit to a
393 physical examination. Such examination is to be conducted at the Township's expense.

394 B. Bereavement Leave

395 1. Death in Employee's or Employee's Spouse's Immediate Family

396 a. Five (5) days bereavement leave shall be provided to each employee
397 without deduction of pay for each occurrence of death in the employee's or the employee's
398 spouse's immediate family. The five (5) days shall be work days.

399 b. The immediate family shall be defined as father, mother, stepfather,
400 stepmother, brother, sister, stepbrother, stepsister, grandfather, grandmother, spouse, son,
401 daughter, son-in-law, daughter-in-law, grandson, granddaughter, mother-in-law, father-in-law,
402 sister-in-law, brother-in-law, spouse's grandparents, or any other relative within the household of
403 the employee.

404 c. A working day is defined as any scheduled eight (8) hour tour of duty
405 prescribed by the employee's work chart.

406 2. Death of a Relative or Spouse's Relative Outside the Immediate Family

407 a. Three (3) days bereavement leave shall be granted in the event of the
408 death of a relative or spouse's relative outside the immediate family as defined above. Sick leave
409 may be used if additional time is required.

433 periods) and paid out in the 26 pay periods which run concurrently with the time said benefit is
434 surrendered. Said payment shall not be incorporated into the base pay, and shall not be pensionable.
435 The employee must provide the Township with written notice of their intent prior to the
436 commencement of the 12 month period. In order to qualify for this payment, the employee will be
437 required to provide proof of other health insurance coverage.

438 Surrender for the following year shall not be considered automatic. Conversely, every
439 employee shall be considered as covered and shall be so covered unless and until such time as an
440 employee shall affirmatively notify the Township to the contrary.

441 Said payment shall be made no later than January 30th of each year for which insurance is being
442 surrendered. Each employee so opting shall notify the Township no later than November 1st of
443 the year immediately preceding the affected year.

444 4. The Township shall have the right to select the insurance carrier or carriers to provide
445 the aforementioned services and benefits provided that any new policy and plan is comparable to
446 the policy and plan which was in existence at the effective date of this Agreement.

447 5. No later than forty-five (45) days prior to the Township exercising the rights provided
448 in Section A.2 above, the Township shall present to the O.B.C.A. designated representative,
449 notice of the Township's intention to change carriers or self-insure, and furnish to the designated
450 representative a copy of the proposed new policy or plan. No change shall be made by the
451 Township sooner than forty-five (45) days after the aforementioned information has been
452 furnished to the O.B.C.A.

453 6. All employees shall sign a coordination of health benefits agreement and update said
454 agreement information each year. In the event that the employee's spouse is employed, or becomes
455 employed, and where such employer offers and/or provides health benefits for which the spouse is or

456 becomes eligible, and the spouse is not required to contribute to the premiums of those benefits, said
457 spouse shall be required to obtain such coverage as their primary health insurance. Dependents shall
458 be primary on the plan whose birth date of the employee or the spouse comes first in the calendar
459 year. The Township shall maintain coverage provided in the section as a secondary insured. Any
460 employee found in violation of this section shall be liable for any medical expenses which occur
461 during the time frames of said violation.

462 B. Injury in the Performance of Duty

463 1. Any superior officer who is injured while acting in the performance of his duty
464 shall receive full pay, less the workers' compensation temporary disability payments to which he
465 is entitled such time as he is eligible for payments under the Police and Firemen's Retirement
466 System of the State of New Jersey.

467 2. The determination as to whether or not the injury was sustained in the
468 performance of duty shall be in accordance with the findings of the Division of Workmen's
469 Compensation or in the event that said findings were appealed to the Courts upon the findings of
470 the Courts of the State of New Jersey.

471 C. The Township shall provide all parties covered under this contract with an optical
472 plan which shall cover the employee and his family. Such plan shall be equal to or better than
473 the existing plan. The vision program shall be modified to provide for a \$200 per year family
474 benefit.

475 D. Health Benefits-Death of Employee

476 1. In the event of the death of anyone covered under this contract, his or her
477 health benefits shall be provided for their spouse and family for a period of two (2) years or less
478 should the spouse remarry within the two (2) years time. In the event the spouse does not

502 **ARTICLE XIII**

503 **Leave of Absence**

504 A. A leave of absence without pay may be granted for good cause to any superior officer
505 for a period of up to six (6) months. Maternity leaves are also included in this leave of absence.
506 Such leave shall be granted at the sole discretion of the Business Administrator after
507 recommendation from the Chief of Police. The leave may be extended for up to an additional six
508 (6) months at the sole discretion of the Business Administrator after recommendation from the
509 Chief of Police.

510 B. Leave provided hereunder shall not be arbitrarily or unreasonably denied.

511 C. A female officer who is pregnant and has been diagnosed by the Township physician
512 as being disabled and unable to perform her regular assigned duties, shall have, at the option of
513 the Chief, the opportunity to work on a "light duty" status. She shall have the opportunity to
514 return to "light duty" following her delivery until such time as the Township physician certifies
515 her ability to return to regular duty. In the event the officer's physician disagrees with the
516 medical opinion of the Township physician, the matter shall be referred for resolution to a third
517 doctor selected by the employee's physician and the Township physician. In the event the parties
518 are unable to agree upon the selection of a third doctor, such doctor will be appointed by the
519 County Medical Association. The fee of the third doctor, if required, shall be paid for by the
520 Township.

521 **ARTICLE XIV**

522 **Disciplinary Action**

523 A. No employee shall be disciplined, reprimanded, reduced in rank or compensation
524 except for just cause, in accordance with State law, nor shall he be suspended without pay when
525 no formal charges have been preferred for more than seven (7) days.

526 B. Written reprimand shall be grievable up to the Township Mayor. Any employee has
527 the right to attach a written response to any written reprimand within seven (7) days of its receipt
528 or final determination of the grievance adverse to the grievant.

529 C. Oral reprimands shall be grievable up to the Chief of Police.

530 D. Following one (1) year's time, an employee may request of the Chief of Police that a
531 written reprimand be removed from his personnel file and the record expunged. Approval of
532 such request shall not be arbitrarily or capriciously denied.

533 **ARTICLE XV**

534 **Employee Rights**

535 A. The wide ranging powers and duties given to the Department and its members involve
536 them in all manners of contracts and relationships with the public. Out of these contracts may
537 come questions concerning the actions of the members of the force. In an effort to ensure that
538 investigations are conducted in a manner which is conducive to good order and discipline, the
539 following rules are hereby adopted:

540 1. The Township shall use its best efforts to conduct any interrogation of any
541 employee when the employee is on duty.

543 2. The employee shall immediately be informed of the nature of the investigation
544 before any interrogation commences. If the informant or complainant is anonymous, then the
545 employee shall be so advised. All non-confidential information to apprise the employee of the
546 allegations will be provided. If known that the employee is being interrogated as a witness only,
547 he will be so informed at the initial contact.

548 3. The questioning shall be conducted for brief periods in length. Respites will
549 be allowed. Time will be provided for personal necessities, meals, telephone calls, and rest
550 periods as are necessary.

551 4. The interrogation of the employee shall not be recorded without his
552 knowledge.

553 5. The employee will not be subject to any offensive language, nor will he be
554 threatened with transfers, dismissal, or any other disciplinary action. No promises of any nature
555 will be made as an inducement to answering questions. Nothing herein shall be construed to
556 prevent the investigating officer from informing the member of the possible consequences of his
557 acts.

558 6. If any employee is under arrest or is likely to be, or is a suspect, or target of a
559 criminal investigation, he will be given his rights pursuant to current decisions of the United
560 States Supreme Court.

561 7. In all cases and in every stage of the proceedings in the interest of maintaining
562 the usual high morale of the force, the Township shall afford an opportunity for a member of the
563 force, if he so requests, to consult with counsel and/or his Association representative(s) before
564 being questioned concerning a violation of the rules, laws, and regulations which could result in
565 a disciplinary action. During the interrogation of a member of the force, the member shall have a

566 representative of the Association present plus legal counsel, if he so desires. A form shall be
567 provided by the Police Department to all parties covered under this contract who are questioned
568 or interrogated, and the O.B.C.A. member must sign and date this form if he decides not to have
569 representation. This signed and dated form shall provide a waiver of representation for the
570 O.B.C.A.

571 B. Rights and Protective Representation

572 Pursuant to Chapter 123, Public Laws 1975, the Council hereby agrees that every
573 employee of the Township shall have the right freely to organize, join and support the O.B.C.A.
574 and its affiliates for the purpose of engaging in collective negotiations and other concerted
575 activities exercising governmental powers under the laws of the State of New Jersey. The
576 Council undertakes and agrees that it shall not directly or indirectly discourage or deprive or
577 coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws
578 1975, or other laws of New Jersey or Constitution of New Jersey of the United States; that it shall
579 not discriminate against any employee with respect to wages, hours, or any terms and conditions
580 of employment by means of his membership in the O.B.C.A. and its affiliates, his participation in
581 any activities of the O.B.C.A. and its affiliates, collective negotiations with the Council, or his
582 institution of any grievance, complaint or proceeding under this Agreement or otherwise with
583 respect to any terms and conditions of employment.

584 C. Statutory Savings Clause

585 Nothing contained herein shall be construed to deny or restrict any employee such
586 rights as he may have under New Jersey Statutes, the Constitutions of New Jersey and the United
587 States, or other applicable laws and regulations. The rights granted to employees hereunder shall
588 be deemed to be in addition to those provided elsewhere.

589 D. Required Meetings or Hearings

590 Whenever any employee is required to appear before any administrative officer or
591 supervisor, Council or any Council member, representative or agent thereof, concerning any
592 matter which could adversely affect the continuation of that employee in his office, assignment,
593 rank, employment, salary or any increments pertaining thereto, then he shall be given prior
594 written notice of the reasons for such meeting or interview and shall be entitled to have
595 representative(s) of the O.B.C.A. or his designee present to advise him and represent him during
596 such meeting or interview. Any suspension of a superior officer shall be with or without pay in
597 accordance with law.

598 **ARTICLE XVI**

599 **Management Rights**

600 A. The Township of Old Bridge hereby retains and reserves unto itself all powers, rights,
601 authority, duties and responsibilities conferred upon and vested in it prior to the signing of this
602 Agreement by the laws and Constitution of the State of New Jersey and of the United States,
603 including, but without limiting the generality of the foregoing the following rights:

604 1. The executive management and administrative control of the Township
605 government and its properties and facilities and activities of its employees utilizing personnel
606 methods and means of the most appropriate and efficient manner possible as may from time to
607 time be determined by the Township.

608 2. To make rules of procedure and conduct, to use improved methods and
609 equipment, to decide the number of employees needed for any particular time and to be in sole
610 charge of the quality and quantity of the work required.

611 3. The right of management to make such reasonable rules and regulation as it
612 may from time to time deem best for the purposes of maintaining order, safety and/or the
613 effective operation of the Division after advance notice thereof to the employees to require
614 compliance by the employees is recognized.

615 4. To hire all employees, to promote, transfer, assign or retain employees in
616 positions within the Township.

617 5. To suspend, demote, discharge or take any other appropriate disciplinary
618 action against any employee for good and just cause according to law.

619 6. To lay off employees in the event of funds or under conditions where
620 continuation of such work would be inefficient.

621 B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of
622 the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the
623 furtherance thereof, and the use of judgment and discretion in connection therewith, shall be
624 limited only by the specific and express terms of this Agreement and then only to the extent such
625 specific and express terms hereof are in conformance with the Constitution and laws of New
626 Jersey and of the United States.

627 C. Nothing contained herein shall be construed to deny or restrict the Township of its
628 rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any other national, State,
629 County or local laws or regulations.

630 D. It is agreed that no Section of this Article may constitute the basis of a grievance that
631 may be submitted to arbitration.

632 **ARTICLE XVII**

633 **Legal Aid**

634 The Township shall provide legal aid to its officers in accordance with State statute. In
635 this case, the officer may choose his attorney and the Township shall pay for his legal services in
636 accordance with the municipal attorney's prevailing rates.

637 **ARTICLE XVIII**

638 **Non-Discrimination**

639 A. The Township and the O.B.C.A. agree that there shall be no discrimination against
640 any employee because of race, creed, color, religion, sex, national origin, domicile, marital
641 status, or political affiliation.

642 B. The Township and the O.B.C.A. agree that all employees covered under this
643 Agreement have the right without fear of penalty or reprisal to form, join and assist any
644 employee organization or to refrain from any such activity. There shall be no discrimination by
645 the Township or the O.B.C.A. against any employee because of the employee's membership or
646 non-membership or activity or non-activity in the O.B.C.A.

647 **ARTICLE XIX**

648 **Outside Employment and Activities**

649 A. Officers shall be entitled to engage in any lawful activity and obtain any lawful work
650 while off duty.

651 B. It is understood that the full-time officers will consider their position with the
652 Township as their primary employment. Any outside employment or activity must not interfere
653 with the officer's efficiency in his position with the Township and must not constitute any
654 conflict of interest.

655 C. Any officer planning to or engaging in any outside employment or activity during his
656 off duty hours may be permitted to wear the regulation uniform with the approval of the Chief of
657 Police.

658 D. All outside employment shall be listed with the Chief of Police. The information
659 provided to the Chief of Police shall include the outside officer's name and address, the
660 employer's name and address, and the officer's work schedule.

661 **ARTICLE XX**

662 **Grievance Procedure**

663 A. The purpose of this procedure is to secure, at the lowest possible level, an equitable
664 solution to the problems which may arise affecting the negotiable terms and conditions of
665 employment under this Agreement.

666 B. Nothing herein shall be construed as limiting the right of any employee having a
667 grievance to discuss the matter informally with any appropriate member of the Department.

668 C. Definition

669 With regard to employees, the term "grievance" used herein means an appeal by
670 an individual or group of employees regarding the application or interpretation of this
671 Agreement. Such grievance may be processed through the entire grievance procedure except as
672 noted in Step Five below.

673 D. The following constitutes the sole and exclusive method for solving grievances
674 between the parties covered by this Agreement:

675 Step One. Any grievance must be filed within thirty (30) days after the
676 occurrence of application or interpretation of this Agreement which gives rise to any dispute. An
677 earnest effort shall be made within three (3) working days after the filing of the grievance by the

678 grieved employee and/or Association and his immediate supervisor for the purpose of resolving
679 the matter informally.

680 Step Two. If no satisfactory agreement is reached within three (3) working days
681 after Step One, then the grievance shall be reduced to writing and submitted through chain of
682 command to the employee's Bureau Commander.

683 Step Three. If no satisfactory agreement is reached within five (5) working days
684 after Step Two, then a conference will be arranged with the Chief of Police or his designee.

685 Step Four. Should no acceptable agreement be reached within five (5) working
686 days after Step Three, then the matter shall be submitted to the Business Administrator or his/her
687 designee, who shall have ten (10) working days to submit his/her decision.

688 Step Five.

689 a. The parties agree that the last step of the grievance arising out of the
690 interpretation or application of Article XVI, Management Rights, Section A, subsections 2 and 4
691 shall be at the Mayor's level. Such grievance shall be submitted within ten (10) working days of
692 the receipt of the Business Administrator's response, a meeting between the O.B.C.A. and the
693 Mayor shall be scheduled within the ten (10) working days thereafter. Following the meeting the
694 Mayor shall have ten (10) working days to submit the Mayor's decision in writing.

695 b. The parties agree, that in the event the last Step of the grievance is not
696 satisfactorily resolved, either party may, within twenty (20) days request binding arbitration by
697 serving said request upon the other. In that event, the parties, in accordance with the rules of the
698 New Jersey Public Employment Relations Commission shall agree upon one arbitrator whose
699 decision shall be binding.

700 (1) The decision of the arbitrator shall be in writing and shall
701 include the reasons for such decision.

702 (2) The arbitrator shall decide only the single issue submitted to him
703 unless parties by mutual consent agree to submit multiple issues to the same arbitrator.

704 (3) The costs of the arbitrator shall be borne equally by the parties.
705 Any other costs shall be borne by the party incurring same.

706 E. In the event management alleges a violation of the provisions of this contract, notice
707 shall within thirty (30) days of the alleged violation be served upon the O.B.C.A. and the parties
708 shall meet within ten (10) days to attempt to resolve the matter. In the event the matter is not
709 satisfactorily resolved within fifteen (15) days of the first meeting, then either party, unless the
710 time periods are mutually extended, may invoke the arbitration provisions set forth above.

711 F. Nothing contained herein shall prevent any employee from presenting his own
712 grievance and representing himself provided the O.B.C.A. is given notification of all
713 correspondence, meetings and grievance answers, and provided representatives of the O.B.C.A.
714 are given the opportunity to be present at all steps of the grievance procedure up to the last
715 appropriate step as contained herein but excluding Step Five, b., arbitration.

716 G. The time limits expressed herein shall be strictly adhered to. If any grievance has not
717 been initiated within the time limit specified, then the grievance shall be deemed to have been
718 abandoned. If the grievance is not processed to the next succeeding step in the grievance
719 procedure within the time limits prescribed thereunder, then the disposition of the grievance at
720 the last preceding step shall be deemed to be conclusive. If a decision is not rendered with the
721 time limits prescribed for decision at any step in the grievance procedure, then the grievance
722 shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually

723 agreeing to extend or contract the time limits for processing the grievance at any step in the
724 grievance procedure.

725 **ARTICLE XXI**

726 **Meal Allowance**

727 A meal allowance of ten dollars (\$10.00) per day will be provided to all officers who are
728 required by the Township to attend school, when meals are not included in the registration fee or
729 provided by the school. Any employee who attends a school which causes them to be away
730 overnight will receive a meal allowance of thirty (\$30.00) dollars per day (receipts required).

731 **ARTICLE XXII**

732 **Rules and Regulations**

733 The O.B.C.A. may submit any input on revisions of the department rules and regulations
734 to the promulgating authority in written format at any time during the life of the contract and in
735 particular, after notice of intent to amend any portion, prior to the promulgation of any
736 department rules. In addition, this provision shall not be deemed to be a waiver of any right of
737 the O.B.C.A. to negotiations concerning terms and conditions of employment afforded by
738 amendments to existing rules.

739 **ARTICLE XXIII**

740 **Seniority**

741 A. Seniority is defined as the accumulated unbroken length of service with the
742 department computed from date of hire. An employee's length of service shall not be reduced by
743 time, loss due to authorized leave of absence for a bona fide illness or injury certified by a
744 physician for a period not to exceed one (1) year, and such certification shall be subject to review

745 and approval by the Township physician. Seniority shall be lost and employment terminated by
746 reason of discharge or resignation.

747 B. The principles of seniority shall apply to employees covered by this Agreement as to
748 selection of vacation periods, and reductions in force. Seniority will be a consideration for work
749 assignments providing the employee is qualified to perform such assignment.

750 C. Upon receiving a promotion, it is understood that full seniority rights within said
751 position shall commence with the initial date of appointment to that position.

752 D. For the purpose of a reduction imposition, seniority in the position will take
753 precedence. In the event that two or more employees were promoted to the same position or
754 rank on the same date, then the employee with the greatest amount of departmental seniority
755 shall be the last individual reduced or laid off.

756 E. It is understood that no new promotions will be made until any individual who was
757 reduced in rank or position due to a layoff has been restored to the full rank and position held on
758 the date of the layoff.

759 **ARTICLE XXIV**

760 **Personnel File**

761 A. Derogatory Material

762 No derogatory material concerning a superior officer's conduct, service or
763 character shall be placed in his personnel file unless the officer has been given an opportunity to
764 review the material. The officer shall acknowledge that he has been given the opportunity to
765 review such material by affixing his signature to the copy to be filed with the express
766 understanding that such signature does not necessarily indicate agreement with the contents

767 thereof. The officer shall also have the right within seven (7) calendar days of such opportunity
768 to submit a written response to such material for attachment to the file copy.

769 B. Personnel File

770 Each superior officer shall have the right, upon request, to review the contents of
771 his/her personnel file. Each officer shall be entitled to have representative(s) of the O.B.C.A.
772 accompany him/her during such review.

773 **ARTICLE XXV**

774 **Miscellaneous**

775 A. Upon retirement from the Police Department, all parties covered under this
776 Agreement shall receive all health benefits in effect at the time of retirement at a fifty percent
777 (50%) cost to the Township. Upon completion of at least twenty (20) years in the pension
778 system, the employee shall receive all health benefits in effect at a one hundred percent (100%)
779 cost to the Township, or as prescribed by law. Employees covered under this Section will not be
780 required to pay any deductible.

781 Upon retirement, all retirees shall sign a coordination of health benefits agreement. In the event that
782 the retiree becomes re-employed in any capacity, where such employer provides health benefits for
783 which the retiree is eligible, and the retiree is not required to contribute to the cost of those benefits,
784 said re-employed retiree shall be required to obtain such coverage as their primary insurance. The
785 Township shall maintain the coverage outlined in a, b, and c. of ARTICLE XI, as a secondary
786 insured. Any employee found in violation of this section shall be liable for any medical expenses
787 which occur during the time frames of said violation.

788

789 Upon the presentation of proof of alternative health insurance coverage, any retiree shall have the
790 option of surrendering coverage under the above-provided health insurance coverage. Any
791 employee who surrenders said coverage for 12 consecutive months shall receive a cash payment
792 equal to half of the Township's cost for the benefit during the month following the completion of the
793 twelve (12) month period of surrendered coverage. The employee must provide the Township with
794 written notice of their intent prior to the commencement of the twelve (12) month period.
795 The present practice and level regarding said insurance for all employees who have retired prior to
796 July 1, 1995, shall continue. Commencing with July 1, 1995, and thereafter, should any
797 modifications in the insurance covered within Article XI, Health and Disability, and Life Insurance
798 affect bargaining unit members, then the same modifications shall apply to retirees.

799 B. In the event of a reduction in rank due to a reduction in manpower for financial
800 reasons, the men who have suffered the reduction in rank will be re-upgraded when the rank
801 opens up again. This will be done on the basis of last man out, first man back. These parties
802 who will be re-upgraded will not have to take any tests for re-upgrading; it will be automatic.

803 C. Upon resignation, retirement or termination, an employee is entitled to all holiday
804 pay which has been accrued up to that point, as well as the per diem value of all unused vacation
805 days. Upon the death of an individual covered by this Agreement, all of the above payments
806 shall be made to his/her beneficiary as stated on his pension insurance policy.

807 D. Light Duty

808 All employees covered under this Agreement who are injured on or off duty and
809 are eligible for light duty assignment, will be required to work the same work schedule as
810 outlined in ARTICLE VI of this agreement.

811 E. Working Up in Rank

812 Working up in rank assignments shall be assigned by the Chief of Police. All
813 employees required to perform the duties of their superior officer, will be compensated at the
814 prevailing rate of that supervisory position.

815 F. Maintenance of Clothing

816
817 (A) All Officers shall be responsible for maintaining their uniforms and for the
818 purchase of uniform components that become worn or torn for reasons that do not relate to
819 damage that occurred during actions taken during the course of their assigned duties.

821
822 1. Notwithstanding the language in paragraph (A) costs of any mandated
823 uniform changes required by the Chief of Police shall initially be borne by the Township.

824 2. Notwithstanding the language in paragraph (A) above Officers shall
825 receive, at the Townships expense, additional uniform components whenever their uniforms are
826 torn as a result of a documented result of the performance of their duties during the line of duty.

827 **ARTICLE XXVI**

828 **Separation Agreement**

829 Upon retirement, an employee entitled to receive payment for accrued time as set forth
830 elsewhere in this agreement, shall receive such (3) equal payments (this time frame can be
831 extended if mutually agree to by both parties). The first of said payments shall be made on or
832 before January 1, of the budget year following the year said employee retires. The second
833 payment shall be made one year after the first payment and the third payment shall be made one
834 year after the second payment. Prior to the employee's effective date of retirement, the employee
835 and the Township shall execute a separation agreement setting forth the amount of the accrued
836 benefits to be paid.

837 The following form will be used:

SEPARATION AGREEMENT

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1. It is agreed between the Township of Old Bridge (“Township”) and _____ that upon the effective date of retirement, _____ is entitled to received the sum of \$_____ as full payment for accrued vacation and compensatory time earned, which is payable by the Township in accordance with the terms and conditions of the collective bargaining agreement between the Township of Old Bridge and the Old Bridge Captains Association. The employee is entitled to receive the sum of, _____ as payment for accumulated sick leave by way of _____ annual payments in the amount of \$_____, with the first payment to be issued on or before the second pay period in _____.

(employee)

Township of Old Bridge

Attachment: Accumulated Time Breakdown

ARTICLE XXVII

Separability and Savings

A. If any provision of the Agreement of any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

868 B. Should any provision be found contrary to the law, such provision shall no longer
869 serve as operative. Should a change in the law reverse such a standing, the inoperative section
870 shall, from that point forward, be in full force again.

871 **ARTICLE XXVIII**

872 **Fully Bargained Provisions**

873 A. This Agreement represents and incorporates the complete and final settlement by the
874 parties on all bargainable issues which were the subject of negotiations. During the term of this
875 Agreement, neither party will be required to negotiate with respect to any such matter, whether
876 or not covered by this Agreement, and whether or not within the knowledge or contemplation of
877 either or both parties at the time they negotiated or signed this Agreement.

878 B. However, there should be no unilateral changes in any negotiable terms and
879 conditions of employment.

880 **ARTICLE XXIX**

881 **Duty Assignments**

882 A. Duty assignments and appointments remain the prerogative of the Chief of Police or
883 other appropriate authority, which shall be in accordance with the controlling statutes. Further,
884 in order to meet the needs of training and/or specialized abilities, duty assignments may need to
885 be altered in order to meet the bona fide safety needs of the citizens of the Township.

886 **ARTICLE XXX**

887 **Term Renewal**

888 A. This Agreement shall be effective as of July 1, 2004 and shall be in effect to and
889 including June 30, 2008. This Agreement shall not be extended orally and it is expressly
890 understood that it shall expire on the date indicated.

891 B. In witness whereof, the parties hereto have caused this Agreement to be signed by
892 their respective representatives, attested by their respective secretaries and/or clerks and their
893 corporate seals to be placed hereon, in the Township of Old Bridge, New Jersey, on this
894 _____ day of _____, _____.

895	Old Bridge Captains Association	Township of Old Bridge
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898	By: _____	By: _____
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900	Dated: _____	Dated: _____
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928	Witness: _____	Witness: _____
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930	Dated: _____	Dated: _____