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Contract # ~~11000~~ 353

15-00

AGREEMENT

between

TOWNSHIP OF LACEY

Ocean County, New Jersey

and

LACEY TOWNSHIP LOCAL 238
POLICEMEN'S BENEVOLENT ASSOCIATION

(P.B.A.)

RECEIVED
MAY 11 1989
RUTGERS UNIVERSITY

January 1, 1989 through December 31, 1991

Prepared by:

FRANK N. D'AMBRA, ESQ.
(201) 643-3232

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

- A. The Employer hereby recognizes the PBA as the sole and exclusive representative of all Employees in the negotiation of this Contract Agreement and for the purpose of collective bargaining and all other activities and processes relative thereto.

- B. The bargaining unit shall consist of all the regular full-time Police officers of the Lacey Township Police Department now employed or hereafter employed with the exception of any Superior Officers with the rank of Sergeant to Chief of Police of Lacey Township.

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

- D. This Agreement shall be binding upon the parties hereto.

- E. The PBA recognizes that pursuant to New Jersey Statute, they have no right to strike.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

- A. Collective bargaining, with respect to rates of pay, hours of work or other conditions of employment, shall be conducted by a duly-authorized bargaining agent of each of the parties to this Agreement. Unless otherwise designated, the Mayor and the Employer or his designee and members of the Committee as designated by the Township Committee of the Township of Lacey and the President of the PBA or his designee, including an attorney, provided reasonable notice is given to Employer, together with members of his negotiating Committee, shall be the respective negotiating agents for the parties.

- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

- C. Employees of the Employer who may be designated by the PBA to participate at collective bargaining meetings called for the purpose of the negotiation of collective bargaining will be excused from their work assignments to attend such collective bargaining meetings.

ARTICLE III

DISCRIMINATION AND COERCION

- A. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce Employees into membership. Neither the Employer nor the PBA shall discriminate against any Employees because of race, color, creed, sex, national origin or political affiliation.
- B. 1. No material derogatory to Employee's conduct, service, character, or personality shall be placed in his or her personnel file unless the Employee has had an opportunity to review the material by affixing his or her initials to the document to be filed with the express understanding that such _____ initials in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written reply (e.g., rebuttal, answer, etc.) to such material and this reply shall be reviewed by the Chief of Police and a Township designee at the Employee's request. This reply will be attached to the document to which it is in reply for as long as the document is in the Employee's file.

2. Although the Township agrees to protect the confidentiality of personal references, credentials and other similar documents, it shall not establish any separate personnel file which is not available for the Employee's inspection. This provision shall not apply to any information which need not be disclosed to the Employee under the requirements of State law.

ARTICLE IV

INCREMENTS - DEFINITION

For the purpose of this contract, any reference to the term "increments" shall be defined as follows:

1. **Full time Employees prior to January 1, 1974.**
 - A. First Increment shall be the date that Employee starts up through and including the 31st day of December of the calendar year that Employee has been first employed in a full-time capacity.
 - B. Second Increment shall be the first January that Employee shall be employed by the Employer in a full-time capacity. All other increments are based upon the first, second and third, etc., anniversaries of the January in the year that the Employee is first hired.
 - C. As of January 1, 1974, all Employees who were employed by the Township prior to January 1, 1974, shall remain at the increment that they were in and for the purpose set forth in this contract shall have their increments measured as of January 1st of each and every calendar year thereafter.
2. **New Employees** - A new Employee who is hired on a full-time basis subsequent to January 1st, 1974, shall have increments determined as follows:
January Increment - If an Employee is employed on the 1st day of January up through and including the 30th day of June, then

that Employee's increment shall be determined as of January 1st of the following calendar year.

July Increment - Any Employee who is employed on or after the 1st day of July of any calendar year up through and including the 31st day of December of any calendar year shall have his increment measured as of July 1st of the following calendar year.

All future increments of Employees who are hired subsequent to January 1st, 1974, shall have the future increments based upon the anniversary of the January or July increment as set forth above.

ARTICLE V

SENIORITY - DEFINITION

- A. Throughout the ranks, seniority shall be based on the fact that Captain is senior to Lieutenant, Lieutenant is senior to Sergeant, and Sergeant is senior to Patrolman.

- B. If in the event a dispute of seniority arises, and both officers are of equal rank, the senior will be deemed the officer with the longest service on the Lacey Township Police Department in that rank.

In the event that both officers were appointed to their present rank on the same date, then the officer with the highest ranking on the Civil Service examination will be senior.

- C. In the event of demotion, the demoted party shall carry his years of supervisory service as his standing in the rank demoted.

ARTICLE VI

SICK LEAVE

A. All full-time officers covered by this Agreement shall be governed by the following sickness and injury leave policy.

1. **Reporting Sick or Injured**

Officers unable to report for duty because of sickness or injury shall make an immediate report to their Commanding Officer or Desk Officer, in person or by telephone. If unable to report, a relative or other responsible person shall notify the Commanding Officer or Desk Officer of all pertinent facts either by person or by telephone.

2. **Address of Confinement**

Officers, when sick or injured, shall be responsible for notifying their supervisors as to their places of confinement and of any subsequent change in their places of confinement.

3. **Sick or Injured on Duty**

Officers who become sick or who are injured on duty shall report the facts to the Commanding Officer and shall remain on duty until relieved, unless excused by a superior officer. The only exception is when sickness or injury is disabling to the point of preventing compliance.

4. **Accumulated Sick Leave**

Officers shall accumulate sick leave at the rate of 15 days for each full year of continuous employment in the department. Officers having exhausted all of their sick leave will not receive any further sick leave (except as provided in Article VI.A.13) or compensation in lieu thereof until new time has been accumulated and earned by the employee by subsequent employment. Newly appointed officers of the department shall accrue one day of sick leave for each full month worked.

5. **Verification of Sick Leave**

- (a) All officers who shall be absent on sick leave for five or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
- (b) An officer who has been absent on sick leave for periods totalling ten days in one calendar year, consisting of periods of absence of less than five days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or a recurring nature requiring continuing absences of one day or less in which case only one certificate shall be necessary for a period of six months.
- (c) The Chief of Police may require a proof of illness of officers on sick leave whenever such requirement appears reasonable. Abuses of sick leave shall be cause for disciplinary action.

6. Contagious Diseases

In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

7. Examination

The Chief of Police may require an officer who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the Department, by a physician designated by the Department. Such examination shall establish whether the officer is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

8. Dental and Optical

Sick leave will not be allowed for ordinary dental care nor for the services of an oculist for normal eye care, as such services are readily available outside of work hours.

9. Outside Employment

No officer while on sick leave from the Department shall be employed elsewhere or engaged in any outside work or employment.

10. Unauthorized Absence

Officers who absent themselves in an improper manner shall be subject to disciplinary action. Unauthorized absence occurs when officers:

- (a) Are not at home or who are not at their place of confinement, while on sick leave, when visited by the Department surgeon or a superior officer;
- (b) Feign illness or injury;
- (c) Deceive the Department surgeon in anyway as to their true condition;
- (d) Are injured or become sick as a result of improper conduct or practices;
- (e) Violate any provisions concerning the reporting of sickness or injury;

11. Retirement - Unused Sick Days

- (a) Upon retirement in an approved retirement system, or upon the death of an employee while employed by the Township, the officer shall be entitled to a lump sum payment for earned and unused accumulated sick leave computed at the rate of one half of the officer's daily rate of pay for each day of earned and unused accumulated sick leave based upon the officer's annual compensation, excluding overtime, received during the last year of employment prior to the date of retirement or death, provided, however, that no such payment shall exceed \$13,000.00 (1989); \$14,000.00 (1990); \$15,000.00 (1991).
- (b) In order to receive payment of this benefit in the year of retirement, the officer retiring must notify the Township no later than January 15 of the year in which retirement is intended. In the event that the

officer does not give notice prior to January 15 in the year in which retirement is desired, the benefits provided for under this paragraph shall be paid in the following calendar year.

(c) Sick days accumulated for officers are to be posted every six months.

12. Sick Leave Bonus - Personal Day

(a) If an officer has worked any six (6) consecutive months without using any sick leave, the officer shall receive one additional personal day.

(i) The additional personal day must be used within the next six month period or the officer will receive payment for same.

(ii) It shall be the responsibility of the officer to notify his/her supervisor when this additional personal day has been earned.

(iii) After confirming that the officer has not used any sick leave for six consecutive months, the supervisor shall acknowledge that the additional personal day has been earned and shall notify the Township Administrator and the Township Clerk.

13. Extended Sick Leave

The Township reserves the right to extend sick time upon application by an officer to the extent permitted by N.J.S.A. 40A:14-136.

ARTICLE VII
PERSONAL DAYS

- A. 1. Each officer shall be granted three personal days off with pay during the course of any calendar year. In 1991 each officer shall be granted four personal days. If at the end of the calendar year the officer has any of the personal days herein remaining or the personal day earned as a result of the sick leave policy contained in Article VI, that officer shall receive payment for same. Payment for the above mentioned personal days will be made on or before the 15th of December of each and every calendar year.
2. Any day off, including personal leave, may be suspended when a sudden serious emergency arises and when, in the judgment of the Chief of Police, such action should be taken.
- B. 1. The Township agrees to grant the necessary time off without loss of pay for the period of time of said convention so that two (2) members a day of the Association may attend the State Convention of N.J.S.P.B.A.
2. The delegate to the State PBA shall be granted the necessary time off without loss of any pay for attendance at monthly PBA State meetings which occur during his tour of duty.

ARTICLE VIII

BEREAVEMENT LEAVE

- A. Officers shall be permitted the following time off in a case of death in the immediate family, which is defined as: parent, grandparent, spouse, child (natural or adopted), brother, sister, mother and father-in-law, son and (daughter-in-law, grandchild, grandmother-in-law and grandfather-in-law, from the day of death until the day of burial inclusive.

- B. For the death of a uncle, aunt, nephew, niece, brother and sister-in-law one day for the day of burial only.

- C. Exceptions to these time limitations may be made by the Chief of Police upon timely notification by the officer when the deceased is buried in another city and the officer will be unable to return for duty and adhere to the time limitations stated in A and B above.

- D. If the funeral is more than two hundred (200) miles away, one (1) travel day shall be added to Section A and two (2) travel days shall be added to Section B. If additional time is required, the officer can use sick, personal, vacation days or banked compensatory time as appropriate.

ARTICLE IX

DEDUCTION OF MEMBERSHIP DUES

- A. Upon receipt of written voluntary authorization and assignment of an Employee covered by this Agreement on a form agreed upon between the Employer and the PBA, the Employer agrees to deduct membership dues (and when applicable, initiation fee) in such amounts as shall be fixed pursuant to the by-laws and constitution of the PBA during the full term of this Agreement and other extension or renewal thereof. The Employer shall promptly remit, monthly, any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the PBA.
- B. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.
- C. The deduction shall commence for each employee who elects not to become a member of the Association on the first of the month following thirty (30) days written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence

for each new iemployee on the first of the month following sixty (60) days of employment.

- D. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

- E. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

- F. The PBA agrees to indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the Township's complying with the provisions of this Article provided that: (1) the Township gives the PBA timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Section, and (2) if the PBA so requests, in writing, the Township will transfer to it the full responsibility for the

defense of such claim, demand, suit or other form of liability.

ARTICLE X

MANAGEMENT

Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable statutes, ordinances, rules and regulations to:

- A. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate, reasonable and efficient manner possible;
- B. Manage Employees of the Employer, to hire, promote, transfer, assign or retain Employees in positions within the municipality and in that regard to establish reasonable work rules without creating undue hardships to the Employees. Such work rules shall be in written form and a copy shall be provided to each member of the PBA, with applicable amendments thereto.

ARTICLE XI

HOURS/SCHEDULES

- A.** 1. The parties understand and agree that the standard weekly work schedule for Employees covered by this Agreement requires Employee services continually through the seven (7) day week and that the standard work schedule shall follow a 5/2, 5/3 pattern of weekly rotating shifts of eight and one-half (8-1/2) hour days for members of the Patrol Division. This schedule shall be promulgated by the Chief of Police.
2. The standard work week for members of the Detective Bureau shall follow a 5/2 schedule of eight (8) hour days as promulgated by the Chief of Police.
3. Both A.1 and A.2 shall be to a maximum of 2080 hours.
- B.** The tours of duty, not to exceed eight and one-half (8-1/2) hours a day (Patrol Division) and eight (8) hour days (Detective Bureau), shall be established by the Chief of Police.
- C.** It is recognized by the parties that coffee breaks and lunch time are part of the tour of duty and paid by the Township.

ARTICLE XII

OVERTIME

- A. 1. The Employer agrees that overtime consisting of time and one-half (1 1/2) time shall be paid to all Employees covered by this Agreement for hours worked in excess of the normal eight and one-half (8-1/2) hours a day (Patrol Division) and the normal eight (8) hour day (Detective Bureau).
2. a. At the employee's option, overtime may be taken in compensatory time accumulated to a maximum of 480 hours. At the time of assignment to overtime an employee must indicate payment in money or compensatory time. This decision may only be changed with the agreement of the Chief of Police.
- b. Use of compensatory time must be scheduled sufficiently in advance to allow for the appropriate adjustments of work schedules to deploy personnel.
- B. Employees shall not be paid overtime for hours in excess of the normal work day unless such overtime is authorized in writing and submitted to the Chief of Police in voucher form.
- C. The Employer agrees that overtime shall be paid at the rate of "double time and one-half" (2 1/2) for riot duty if same is for duty outside the Township of Lacey.

D. In the event an Employee is called in to duty other than his normal assignment, he shall be paid overtime at a rate of "time and one-half" (1 1/2) for all time worked during such period. In no such case shall he be paid for less than four (4) hours, irrespective of time worked, except when called in to duty less than four (4) hours prior to his normal working shift. In such an event, the Employee shall be paid for only the overtime actually worked on that day.

ARTICLE XIII

VACATIONS

- A.** Each member of the PBA who has had the length of continuous employment specified in the following table shall be entitled to vacation with pay at his/her regular rate of pay. Increments are defined as follows:

| | | |
|------------------------------------|---|---|
| First increment | - | one day for each and every month an officer has been employed in a full time capacity up to December 31 of the year in which s/he is first employed |
| Second increment | - | 12 vacation days |
| Third to Fifth increment | - | 15 vacation days |
| Sixth and Seventh increment | - | 19 vacation days |
| Eighth increment and higher | - | 20 vacation days |

B. Vacation Scheduling

1. Selection of vacation shall be based on seniority.
2. All requests for vacations will be submitted in writing as early as possible but at least three days prior to the date of the proposed vacation, on a standard form supplied by the Department.
3. In the event of a request for vacation day for emergency or unforeseen situation, it will be necessary to put the

request in writing but the three days advance notice will be omitted; all other requirements shall be fulfilled.

4. No vacation will be considered approved until the officer has in his/her possession a copy of the request approved by the proper authority. If the officer is absent without this approval s/he will be considered absent without leave.
5. Request for a vacation will be channeled through the chain of command. Vacation schedules shall be arranged by the commanding officers with regard to the requirements and branches of service of their commands. Vacations shall be completed by December 31.

C. Vacation Address

A report of a vacation address is not required from an officer whose vacation application has been approved. Permission is thereby granted to the officer to leave the municipality during the approved period of vacation.

D. Split Vacations

Split vacation periods may be granted to any officer of the Department providing permission has been obtained from his/her commanding officer. However, once vacation periods have been selected, they shall be completed without interruption unless it becomes necessary, by reason of emergency, to suspend them.

E. Exchange of Days Off

Officers are prohibited from exchanging days off with each other unless written permission has been obtained by the Chief of Police or his designee. No officer will pay another officer to work in his/her assigned shift.

F. Suspension of Vacation

Any vacation may be suspended when a sudden and serious emergency arises and when, in the judgment of the Chief of Police, such action should be taken.

ARTICLE XIV

HOLIDAYS

- A. The following shall be recognized as holidays under this Agreement and be paid at eight (8) hours pay. In addition to those holidays enumerated and set forth below, the Employee shall also be paid eight (8) hours pay for any and all other holidays that may be granted to other public Employees by the Township of Lacey, except for any emergency time off granted for inclement weather or other emergencies. The holidays are as follows:

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

- B. Payment for the above-mentioned holidays will be made on the first (1st) pay day in the month of November of each and every calendar year. An Employee who terminates employment with the Township of Lacey after receiving payment for the holidays, and before any of said holidays are worked, will have such monies deducted from the last pay check.

c. Employees who are scheduled to work on a holiday as set forth above, have the option to take an alternate day as a holiday or may elect to be paid for the holiday worked. The right to take an alternate day in lieu of a holiday is thereby waived. Employees who have a scheduled day off on a day that falls upon a holiday, as set forth above, have the option of either an additional day off in lieu of the holiday or payment for the additional day.

ARTICLE XV

HOSPITAL AND MEDICAL INSURANCE

- A. The Employer will provide, at no cost to the Employee and Employee's family, the following hospitalization:

New Jersey Blue Cross, 1420 Series
New Jersey Blue Shield
Rider J
Major Medical (Prudential Insurance Company)
Prescription Plan
New Jersey Dental Plan
Employee Assistance Plan

- B. 1. The Employer will provide to a maximum of \$50.00 per employee an annual eye examination by an Optometrist, licensed in the State of New Jersey. The optometrist shall be mutually agreed upon by the Employer and the Employee.
2. The Employer will provide, at no cost to the Employee, an annual physical examination by a physician licensed in the State of New Jersey. The scope of the examination shall be that established by the New Jersey Police Training Commission (See Attachment "A"), as a minimum and the cost, to the Township, shall not exceed \$200.00.
3. If the employee fails to meet the established criteria and a medical problem is detected, a second physical will be performed by the Township Physician and a remedial program will be established by the two (2) physicians.
4. The medical information resulting from Paragraph B.3 shall be kept in the employee's personal file. A copy of any medical data placed in the officer's file shall be

furnished to the officer's personal physician, provided s/he is a licensed physician in the State of New Jersey. Officers may be subject to discipline for failure to comply with any remedial program set forth by the Township and Employee's physician. If the two (2) physicians disagree on an appropriate remedial program, they shall select a third physician whose opinion shall govern.

5. If examination is undertaken pursuant to Sections B.3 and B.4 of this Article, payment shall be made in accordance with the past practice of the Township.

C. 1. The Employer will provide each Employee with one (1) pair of eyeglasses with clear lenses and one (1) pair of eyeglasses with tinted lenses. Lenses are to be made of safety glass. The cost of both pair of such eyeglasses shall not exceed One Hundred Seventy-Five Dollars (\$175.00).

2. It is understood by the parties that if said glasses are damaged at a time when the Employee is in the course of his work effort for the Employer, said glasses will be replaced by the Employer at the Employer's expense, not to exceed One Hundred Seventy-Five Dollars (\$175.00) for a pair of eyeglasses.

D. The Employer will provide at no cost to former Employee and spouse, the cost of benefits outlined in Section A above: (1)

if said Employee is disabled in the line of duty and no longer employed by Employer due to said disability; or (2) upon retirement after twenty-five (25) years of service, or a shorter period if provided by law.

- E.
 - 1. The Employer shall provide for Employees and family a New Jersey Dental Service Plan, 80/20 Basic, 80/20 Prosthodontic.
 - 2. The Employer shall obtain an orthodontic dental insurance plan, as specified by the PBA, the cost to be borne by the Employee, and the premiums are to be deducted from each employee's salary.

- F.
 - 1. The PBA and the Township agree that the Township has the right to contract with other hospital and medical insurance carriers in order to provide coverage which is equal or greater than the benefits currently available under the policies provided. The parties further agree that the Township will give notice to the PBA of at least 60 days of its intent to change carrier.
 - 2. Should a dispute arise as to whether or not the change of policy proposed will be of equal or greater benefit, the matter shall be submitted to binding arbitration in accordance with the arbitration procedures established under the grievance article of this Agreement.
 - 3. The decision of the arbitrator shall be in writing and shall be final and binding on all parties.

ARTICLE XVI

CLOTHING ALLOWANCE

- A. Clothing allowance in the amount of Six Hundred Dollars (\$600.00) for uniformed and non-uniformed Employees shall be paid by the Township of Lacey to all permanent Employees. Clothing allowance will be used for any part of the police uniform, to include items such as high-neck tee shirts, uniform socks, etc. Allowance shall also include any off-duty equipment officers are required to wear and/or carry to meet department regulations. No Employee shall be entitled to a clothing allowance until the Employee reaches his/her second (2nd) increment. Any Employee not entitled to a clothing allowance will have any article of clothing and/or equipment replaced by the Employer in the event it is damaged while in the performance of duty.
- B. Dry cleaning allowance in the amount of Four Hundred Dollars (\$400.00) per year shall be payable by the Township of Lacey to all permanent Employees.
- C. The Township will replace (at the same size), at no cost to the Employee, uniforms, personal property or equipment destroyed in the line of duty, said payment shall not be deducted from the clothing allowance, if approved by the Chief of Police.

ARTICLE XVII

LEGAL AID

The Employer will provide all necessary legal aid and false arrest and liability insurance to all personnel covered by this Agreement in the performance of their duties.

ARTICLE XVIII

PENSIONS AND RETIREMENT

The Employer shall continue to make contributions as provided for the pension and retirement benefits to Employees covered by this Agreement under the Police and Fireman's Retirement System pursuant to the provisions of the statutes of the State of New Jersey.

ARTICLE XIX

SALARIES

A. The annual Patrol Officer's basic salary shall be as follows for the years indicated:

| <u>Classification</u> | <u>1989</u> | <u>Salary</u> <u>1990</u> | <u>1991</u> |
|-----------------------|-------------|------------------------------|-------------|
| Increment #6 | \$38,883 | \$41,605 | \$44,517 |
| Increment #5 | 36,399 | 38,946 | 41,673 |
| Increment #4 | 33,913 | 36,287 | 38,827 |
| Increment #3 | 31,428 | 33,628 | 35,982 |
| Increment #2 | 28,942 | 30,968 | 33,136 |
| Increment #1 | 26,458 | 28,310 | 30,291 |
| Base/Starting | 23,972 | 25,650 | 27,446 |

B. An Employee who is assigned work in a higher paid job title, will be paid the higher salary rate for the time period he performs those duties, provided that he works at that higher paid job title for at least one shift. Payment for assignment to a higher job title shall be approved in writing and signed by the Chief of Police or his designee.

C. Nothing contained in the designation of increment in this Agreement shall contravene the definition of increment as that term is defined in this Agreement or the 1986-1988 Agreement.

ARTICLE XX

LONGEVITY

Each Employee shall be paid, in addition to his current annual wage, longevity increments which shall be figured in and computed as part of the Employee's base salary based upon his years of continuous employment with the Lacey Township Police Department in accordance with the following schedule:

| <u>Years of Service</u> | <u>Increments of Base Pay</u> |
|--|-------------------------------|
| Upon entering the 1st day of the 5th Increment of Service | 2% |
| Upon entering the 1st day of the 10th Increment of Service | 4% |
| Upon entering the 1st day of the 15th Increment of Service | 6% |
| Upon entering the 1st day of the 20th Increment of Service | 8% |
| Upon entering the 1st day of the 23rd Increment of Service | 10% |

ARTICLE XXI

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation including Internal Revenue Service determinations or court decisions causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate any such invalidated provisions.

ARTICLE XXII

GENERAL PROVISIONS

The Township agrees to grant the necessary time off without loss of pay for the period of time of said convention so that two (2) members a day of the Association may attend the State Convention of N.J.S.P.B.A.

ARTICLE XXIII

EDUCATIONAL INCENTIVES

- A. 1. For all officers hired prior to July 1, 1986, the Township agrees to pay to each officer in the Department, in addition to his/her annual salary, an educational incentive of \$11.00 per each completed credit which has been earned at an institution approved by the Middle States Association of Colleges and Schools, to a maximum of 128 undergraduate credits and 32 graduate credits.
2. Transcripts are to be supplied by the officer to the Chief of Police no later than the 25th day of June for payment on July 1st.
- B. For all officers hired after July 1, 1986, the Township agrees to pay to each officer, in addition to his/her annual salary, an educational incentive of \$11.00 per completed credit for courses in an approved degree program in Police Science and/or Criminal Justice at an institution approved by the Middle States Association of Colleges and Schools. This incentive shall apply up to a maximum of 128 undergraduate credits and 32 graduate credits.
- C. The Township agrees to reimburse all employees eligible for educational incentives for course work in an approved program

leading to a degree in Police Science and/or Criminal Justice as follows:

1. All course work must receive prior written approval from the Chief of Police.
2. Tuition will be reimbursed at eighty percent (80%) of the tuition rate at New Jersey State Colleges upon proof of satisfactory completion with a grade of "C" or better. This information shall be given to the Chief of Police and forwarded to the Treasurer for payment in the next pay period.
3. Payment for the additional credits earned will be paid upon submission of transcripts pursuant to Section A.2 above.

D. Upon completion of a Bachelors Degree or Masters Degree, the Employee agrees to remain in the employ of the Township as a full-time police officer for a minimum of two years. However, in lieu of said two-year employment requirement, the Employee has the option to repay to the Township any and all tuition costs paid by the Township in regard to the Employee's education.

ARTICLE XXIV

BURIAL EXPENSE

- A. The Township agrees to be responsible for the cost of all burial expenses for an Employee who is killed in the line of duty to a maximum of \$10,000.00.

- B. The Employer further agrees to be responsible for the cost of burial expenses for an Employee who dies while employed, but not in the course of duty, to a maximum of \$5,000.00.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is defined as, and limited to, an alleged violation of a specific provision of this Agreement.
2. Aggrieved person: An "aggrieved person" is the person or persons or the Association making the claim.
3. Party in interest: A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

- B.**
1. A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved.
 2. Any Employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of the Association, or by an attorney, where reasonable notice of legal representation is given the Employer. When an Employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure unless the Employee objects to the

presence of the Association representative in which case the Association may not be present at any stages of this procedure. However, in the event the Association is not present after final determination at Step 3, if such final determination is made, the Association will promptly receive a copy of the Employee's written grievance and a copy of the final determination thereof.

3. All grievances must be presented promptly and no later than five (5) work days from the date of grievance or within five (5) work days after the grievant would reasonably be expected to know of its occurrence.

C. STEP ONE:

Any grievance which arises after the effective date of this Agreement shall first be discussed by the aggrieved Employee with his immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the Employee under the foregoing procedure within two (2) work days of presentation, to be considered further, must be filed in writing within two (2) work days after the disposition by the supervisor. The grievance shall be presented to the Division Commander in triplicate on mutually-agreed-upon forms furnished by the Employer and signed and dated by the Employee(s) and Association representative. The Division Commander and the supervisor involved will meet with the Employee and his representative and attempt to resolve the grievance. A written decision will then be made by the

Division Commander and the supervisor and returned to the Employee and his representative within three (3) work days from its presentation to the Division Commander.

STEP TWO:

If the employee is dissatisfied with the decision in Step One, to be considered further, the grievance must be appealed to the Chief of Police within two (2) work days of receipt of the written decision in Step One. The Chief of Police or his representative will meet with the Employee, his representative, the supervisor, Division Commander and representatives of the Employer, as the Chief of Police may elect, and attempt to resolve the grievance. A written decision will be made following the meeting by the Chief of Police or his representative and returned to the Employee and Association representative within five (5) work days from its appeal to the Chief of Police.

STEP THREE:

If the employee is dissatisfied with the decision in Step Two, to be considered further, the grievance must be appealed to the Mayor and Township Committee within five (5) work days of receipt of the decision in Step Two. The Mayor and/or Township Committee or his/its representative will meet with the Employee and/or his Association representative and the Chief of Police to discuss and attempt to resolve the grievance.

Following this meeting, the written decision will be made by the Mayor and returned to the Employee and Association representative within twenty-one (21) days from its appeal to the Mayor.

STEP FOUR:

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within twenty (20) days of the date of the Employer decision in Step Three. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Third Step answer. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy requested.

- D. 1. For the purpose of selecting an impartial arbitrator, the parties will meet within ten (10) work days from the date of appeal of the grievance to arbitration. If the parties are unable to agree on an impartial arbitrator within a ten (10) work-day period, the parties or party acting jointly or separately, shall request the American Arbitration Association/Federal Mediation and Conciliation Service/New Jersey State Board of Mediation/New Jersey State Public Employment Relations Commission to submit a panel of five (5) arbitrators. To select an arbitrator from the panel, the parties shall

alternately strike one name, with the last remaining name becoming the arbitrator.

2. The cost of the arbitrator and the expenses of the hearing, including a court reporter if requested by either party, shall be shared equally by the parties. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of this Agreement. In formulating his decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Civil Service Commission and the Courts. The decision of the arbitrator shall be final and binding for parties of this Agreement.

- E. Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding management answer. Grievances not answered by management within the designated time limits in any step of the grievance procedure may be appealed to the next step within five (5) days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the limits in any step of the grievance procedure.

F. The Association shall notify the Employer in writing of the names of the grievance representatives and an alternate within thirty (30) days after the effective date of this Agreement. Any changes thereto will be forwarded to the Employer by the Association as soon as changes are made.

ARTICLE XXVI

DISCIPLINE

1. The Township shall not discipline any member of the police staff without just cause. No disciplinary action requiring a public hearing shall be required before the Township Committee, except as outlined in N.J.S.A. 40A:14-147.
2. All disciplinary action taken by the employer will take one or more of the following formats:
 - a. Informal, private, or oral reprimand by the Chief of Police or his designee;
 - b. A written memorandum of censure of the Chief of Police or his designee, with copies to the Township Administrator and the appropriate Committeeman;
 - c. A confidential letter of admonition from the Township Committee, with copies to the Chief of Police; and to the employee's personnel file;
 - d. Suspension from duty without pay, not to exceed five (5) working days, by action of the Chief of Police;
 - e. Suspension from duty without pay taken by action of the Township Committee;
 - f. Demotion by action of the Township Committee. However, in the case of a patrolman, said action shall be reduction of one or more pay grades. Demotion shall include, but not be limited to, reduction in rank where applicable and/or loss of pay.

- g. Dismissal from service by action of the Township Committee.
3. Nothing shall require the Township to take disciplinary action in the order of appearance in this Article, so long as the action taken is related to the severity of the offense determined to have occurred.
 4. All documents in any way connected with an employee's disciplinary history shall be placed in said employee's personal history file at police headquarters and may be viewed in accordance with the terms of this Agreement.
 5. Probationary patrolmen may be separated from their employment by action of the Township Committee or its designee at any time without recourse.

ARTICLE XXVII

COURT TIME

- A. An officer required to report to a court, at any jurisdictional level because of an action taken in the line of duty, shall be paid for a minimum of four hours at the prevailing overtime rate for that officer.

- B. It is understood that should the officer's presence be required for less than four hours, s/he is to report to the Chief of Police for an assignment in order to complete the minimum call-out time of four hours.

The determination to assign the officer or to relieve him/her from such obligation is at the sole discretion of the Chief of Police or his designee.

ARTICLE XXVIII

NEGOTIATIONS

It is hereby agreed between the parties to this Agreement that negotiations for the 1992 Contract shall be initiated on or before the 1st day of September, 1991, and that the parties hereto will schedule as soon thereafter as practicably possible a time and a place in order to discuss the terms and conditions of the 1992 Contract.

ARTICLE XXIX

DURATION

This Agreement shall be in effect as of and applied retroactively to the first day of January, 1989 to and including the 31st day of December, 1991. In the event that a new written contract has not been entered into between the Employer and the PBA on or before the first day of January, 1992, then all of the terms and conditions of this Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 1992.

ATTACHMENT A

POLICE TRAINING COMMISSION MEDICAL EXAMINATION

A. Physical

1. Physical examination of the spine and limbs for bone and joint abnormalities and of the neck, chest, abdomen, eyes, ears, nose, and throat
2. Auscultation of heart and lung sounds for identification of possible cardiac murmurs, dysrhythmias, or chronic lung disease
3. Measurement of resting heart rate, blood pressure and respiration
4. Height and weight

B. Laboratory Work

1. Chemical analysis of blood for levels of serum cholesterol, triglycerides, glucose, and uric acid
2. Urinalysis
3. Electrocardiogram

C. If indicated because of medical history or a finding on the examination, a chest X-ray may be required.

D. Following the examination it is requested that you indicate whether the individual is:

1. medically fit
2. medically fit with limitations that will enable a temporary injury or illness of short duration to clear and thus enable the individual to participate fully in police work
3. not medically fit to continue employment

E. The nature and severity of any risks or disease should be viewed in light of the nature of police work and the officer's physical condition.