

1766

T

AGREEMENT BETWEEN  
THE TOWNSHIP OF LOWER, CAPE MAY COUNTY  
AND  
POLICEMEN'S BENEVOLENT ASSOCIATION OF NEW JERSEY  
LOCAL #59

Effective Dates: January 1, 1992  
through  
December 31, 1994

INDEX TO AGREEMENT

| <u>ARTICLE NO.</u> |  | <u>PAGE NO.</u> |
|--------------------|--|-----------------|
|                    | PREAMBLE                                 | 3               |
| I                  | RECOGNITION                              | 4               |
| II                 | LEGAL REFERENCE                          | 5               |
| III                | MANAGEMENT RIGHTS                        | 6               |
| IV                 | P.B.A. REPRESENTATIVE                    | 7               |
| V                  | RETIREMENT                               | 8               |
| VI                 | LEAVE OF ABSENCE                         | 9               |
| VII                | DEDUCTIONS FROM SALARY                   | 10              |
| VIII               | WORK WEEK - OVERTIME                     | 11              |
| IX                 | VACATIONS                                | 12              |
| X                  | HOLIDAYS                                 | 13              |
| XI                 | SICK LEAVE                               | 14              |
| XII                | INSURANCE, HEALTH & WELFARE              | 16              |
| XIII               | EXCHANGE OF DAYS OFF                     | 18              |
| XIV                | CLOTHING ALLOWANCE                       | 19              |
| XV                 | TIME OFF                                 | 21              |
| XVI                | GRIEVANCE PROCEDURE                      | 22              |
| XVII               | AWARDS COMMITTEE                         | 25              |
| XVIII              | PERMISSION TO LEAVE THE TOWNSHIP         | 26              |
| XIX                | WAGES                                    | 27              |
| XX                 | COLLEGE CREDITS                          | 28              |
| XXI                | PROBATIONARY PERIOD                      | 29              |
| XXII               | SAVINGS BONDS                            | 30              |
| XXIII              | COURT TIME                               | 31              |
| XXIV               | POLICE RIGHTS                            | 32              |
| XXV                | FULLY BARGAINED PROVISIONS               | 34              |
| XXVI               | SEPARABILITY & SAVINGS & APPLICATION     | 35              |
| XXVII              | MAINTENANCE & MODIFICATION OF WORK RULES | 36              |
| XXVIII             | TERMS & RENEWAL                          | 37              |
|                    | SCHEDULE "A"                             | 38              |

PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of August, 1992, by and between the Township of Lower, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township or Employer" and Local #59, the New Jersey State Policemen's Benevolent Association, hereinafter called the "P.B.A.".

|    |                |
|----|----------------|
| 1  | ARTICLE I      |
| 2  | ARTICLE II     |
| 3  | ARTICLE III    |
| 4  | ARTICLE IV     |
| 5  | ARTICLE V      |
| 6  | ARTICLE VI     |
| 7  | ARTICLE VII    |
| 8  | ARTICLE VIII   |
| 9  | ARTICLE IX     |
| 10 | ARTICLE X      |
| 11 | ARTICLE XI     |
| 12 | ARTICLE XII    |
| 13 | ARTICLE XIII   |
| 14 | ARTICLE XIV    |
| 15 | ARTICLE XV     |
| 16 | ARTICLE XVI    |
| 17 | ARTICLE XVII   |
| 18 | ARTICLE XVIII  |
| 19 | ARTICLE XIX    |
| 20 | ARTICLE XX     |
| 21 | ARTICLE XXI    |
| 22 | ARTICLE XXII   |
| 23 | ARTICLE XXIII  |
| 24 | ARTICLE XXIV   |
| 25 | ARTICLE XXV    |
| 26 | ARTICLE XXVI   |
| 27 | ARTICLE XXVII  |
| 28 | ARTICLE XXVIII |

ARTICLE I - RECOGNITION

A. The Township hereby recognizes the P.B.A. as the exclusive majority representative for all Patrolmen and Sergeants in the Police Department of the Township of Lower within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.

B. The term of "Police Officer", "Member", and/or "Employee" as used herein shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II - LEGAL REFERENCE

A. Nothing contained herein shall be construed to deny or restrict to any policemen such rights as he may have under any other applicable laws and regulations. The rights granted the policemen hereunder shall be deemed to be in addition to those provided elsewhere.

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws except as such particular provisions of this contract modify existing Local Laws.

ARTICLE III - MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection with the implementation thereof shall be limited only by the specific and express terms of this Agreement and by the New Jersey Employer-Employee Relations Act.

ARTICLE IV - P.B.A. REPRESENTATIVES

A. The Township agrees to grant time off, not to exceed one (1) week to any employee designated by the P.B.A. to attend P.B.A. Local #59, State and International meetings or conventions provided seventy-two (72) hours written notice is given to the Chief of the Department by the P.B.A. No more than one (1) employee shall be granted time off at any one time. Exceptions may be made to this notice requirement in case of an emergency.

B. Accredited representatives of the P.B.A. may enter Police Headquarters or the Office of the Chief at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the P.B.A. decides to have its representatives enter the Headquarters or Office, it will request such permission from the appropriate Township representatives and such permission will not be unreasonably withheld, as long as there is no interference with the normal operations of the business of Township Government or with the normal duties of employees.

C. During collective negotiations with the Township, authorized P.B.A. representatives, not to exceed two (2), shall be excused from their normal work duties to participate in mutually scheduled collective negotiation sessions that are reasonable and necessary and shall suffer no loss of regular pay.

D. Each member of the P.B.A. collective bargaining committee shall be provided a copy of the present contract in its entirety.

ARTICLE V - RETIREMENT

- A. Employees shall retain all pension rights under the New Jersey Law and Ordinances of the Township of Lower.
- B. Just prior to retirement, an employee shall receive all unused and accumulated vacation, compensatory or other time off due him in cash, or time off at the employees' option which has accumulated in the current and preceding calendar year.
- C. Upon regular retirement, an employee will receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days.
- D. Each retiring employee shall notify the Township of their intention to retire 30 days prior to January 1 of the year of retirement, except in an emergency.



ARTICLE VI - LEAVE OF ABSENCE

A leave of absence without pay may be granted for good cause to any employee for a period of six (6) months. Such leave shall be granted at the sole discretion of the Committee after recommendation from the Chief. The leave may be extended for an additional six (6) months, and shall not be arbitrarily denied. The term good cause shall not include any situation where an employee request a leave from the department so as to seek employment with any other private or public employer or to become self-employed. No leave of absence shall be given under any circumstances to persons who desire to obtain other means or sources of employment. Any employee who seeks a leave of absence on such a pretext may be terminated from his employment by the Department and Township and seeking a leave of absence under such a pretext shall constitute good cause for the termination of the employee's employment.

Any unpaid leave of absence granted because of illness or disability will not result in cessation of benefits. The employee shall not earn any seniority during the period of such leave.

As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have sole discretion to determine if such leave will result in a cessation of benefits and the accrual of seniority during such leave of absence.

ARTICLE VII - DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of the employees, subject to this Agreement, dues for the P.B.A. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9 (e) as amended. Said monies together with records of any collections shall be transmitted to the P.B.A. office one during each month following the monthly pay period in which deductions were made.

B. If during the life of the Agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the Township written notice in a timely manner, prior to the effective date of such change and shall furnish to the Township new authorization from its members showing the authorized deduction for each employee.

C. The P.B.A. will provide the necessary "check-off authorization" cards submitted by the P.B.A. to the Township.

ARTICLE VIII - WORK WEEK - OVERTIME

A. The following present work week shall continue:

1. Each employee shall be compensated for required overtime for all hours worked beyond eight (8) hours in one shift, or forty (40) hours in any one week, except as provided in Paragraph D below. For purposes of this Article, a week shall be defined as a seven (7) day period commencing 12:01 a.m. Saturday morning and ending 11:59 p.m. Friday night. Overtime shall be computed to the nearest quarter hour and shall be paid at the rate of time and one-half the employee's straight time pay.

2. Under the existing work schedule, each employee is compelled to work two (2) extra days (16 hours) during each eight (8) week cycle (58 days). In lieu of regular payments for these extra days work, each employee shall receive payment equivalent to 13 days pay at the employee's straight time rate in a lump sum in the first paycheck in December, regardless of the actual number of "extra days" actually worked. This provision shall not effect operational overtime or overtime resulting from attendance at Court.

B. In an employee is called to duty on his day off, he shall be paid for all hours worked at time and one-half rates and be guaranteed two (2) hours minimum. The employer shall have the right to retain the employee on the job for the entire minimum period.

C. Each employee shall have the option to take compensatory time up to a limit of four hundred eighty (480) hours per year in lieu of payment at the rate of time and one-half the employee's pay for overtime accrued as "operational overtime". Compensatory time shall be accrued at the rate of one and one-half (1-1/2) hour comp time for one (1) hour of overtime worked. For the purposes of this Article, (operational overtime) shall be defined as overtime accrued through recall to duty or from working more than eight (8) hours per shift. The "extra days" as defined above and overtime resulting from appearance in Court may not be utilized as compensatory time. Compensatory time under this section may be granted or withheld in the sole discretion of the Chief of Police. In the event that compensatory time is defined by the Chief of Police, the employee shall be compelled to accept regular overtime pay in lieu thereof.

ARTICLE IX - VACATIONS

A. Each Police Officer shall be permitted to exercise his annual vacation period between January 1 and June 30 and the first Tuesday after Labor Day and December 31.

All officers will be permitted to take vacation between June 30 and the first Tuesday after Labor Day. This vacation shall be not longer than one six day week and shall not be taken when the officer is working the 4:00 p.m. to 12:00 p.m. (midnight) tour. Disputes concerning summer vacations shall be grievable but not arbitrable.

B. The annual vacation period for Police Officers shall be as follows:

|                                     |                        |
|-------------------------------------|------------------------|
| Up to first year of working service | 1 day per month worked |
| After 1 year and up to 5 years      | 12 working days        |
| After 5 years and up to 10 years    | 15 working days        |
| After 10 years and up to 15 years   | 20 working days        |
| After 15 years                      | 25 working days        |

C. Vacation leave must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of the pressure of work. Any vacation leave accruing in any calendar year after 1981 which is unused by an employee within that calendar year must be used within the following calendar year or it shall be lost to the employee.

D. Each employee shall have a vested right to any unused vacation leave which he had earned prior to December 31, 1981. The employee shall be permitted to either use that vacation leave or carry it over at his discretion. Any vacation leave taken by an employee subsequent to January 1, 1982 shall be assessed against a vacation leave he is entitled to take in that calendar year.

(e.g.) - an employee has accumulated fifty unused vacation days which accrued to him prior to December 31, 1981. Under the 1982 Contract, said employee is entitled to twenty vacation days. Said employee takes twenty-five vacation days in the calendar year of 1982. The first twenty days will be assessed against his 1982 vacation leave and the other five days will be subtracted from his previously vested fifty vacation days).

ARTICLE X - HOLIDAYS

A. Employees shall be entitled to the following fifteen holidays:

|                        |            | 1992 | 1993 | 1994 |
|------------------------|------------|------|------|------|
| New Years Day          | January    | 1    | 1    | 1    |
| Martin Luther King Day | January    | 20   | 18   | 17   |
| Lincoln's Birthday     | February   | 12   | 12   | 12   |
| Washington's Birthday  | February   | 17   | 15   | 21   |
| Good Friday            | April      | 17   | 9    | 1    |
| Memorial Day           | May        | 25   | 31   | 30   |
| Fourth of July         | July       | 4    | 4    | 4    |
| Labor Day              | September  | 7    | 6    | 5    |
| Columbus Day           | October    | 12   | 11   | 10   |
| General Election       | November   | 3    | 2    | 8    |
| Veteran's Day          | November   | 11   | 11   | 11   |
| Thanksgiving           | Actual Day | 26   | 25   | 24   |
| Day after Thanksgiving | Actual Day | 27   | 26   | 25   |
| Christmas Day          | December   | 25   | 25   | 25   |
| Employee's Birthday    | Actual Day | .    | .    | .    |

The holidays shall be compensated by granting equal compensatory time off, to be taken at the employer's discretion within the vacation period and may only be carried over pursuant to the terms of Article IX, Paragraph C.

B. Officers actually working on above legal holidays will receive compensation for that day's work at the rate of time and one-half the employee's straight time pay.

C. When there is any unscheduled closing of the Lower Township Municipal Hall where other Township employees are paid for that time, officers actually working on that day will be compensated for any hours of closing in compensatory time at the straight time rate. Should a holiday be declared, not listed in Section A, those officers who work on said declared holiday shall be give equivalent compensatory time in lieu of the holiday. Unscheduled closings shall not be intended to include any situation where a legal holiday or any of the legal holidays listed above in Section A-1 falls on a Saturday or Sunday, thereby necessitating the observance of such a holiday on the preceding Friday or subsequent Monday.

D. Unused compensatory time may be carried over only to the next calendar year and may not be carried over thereafter.

E. Each employee shall have a vested right to any unused compensatory time which he had earned prior to December 31, 1981. The employee shall be permitted to either use that compensatory time or carry it over at his discretion. Any compensatory time taken by an employee subsequent to January 1, 1982 shall be assessed against the compensatory time he is entitled to take in that calendar year.

ARTICLE XI - SICK LEAVE

A. SERVICE CREDIT FOR SICK LEAVE

1. All permanent employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

3. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform the duties, as certified by the employer's and employee's own doctor. Such payment shall be discontinued when an employee is placed on disability or pension.

B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of eighteen (18) days per year.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the Township shall certify to the Department of Civil Service, the employees accumulated sick leave which shall be made a part of the employee's record.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time.

a. Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation pursuant to Civil Service Regulations.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an employee on sick

leave, however, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

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

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Township by a physician of the employee's choice, or employer's choice. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE XII - INSURANCE, HEALTH & WELFARE

A. The Township shall provide hospitalization (365 day comprehensive plan), medical/surgical coverage, diagnostic coverage major medical coverage at 100% of usual, customary and reasonable charges after the deductible for the employee and his family.

The Township shall also provide a \$10,000 life Insurance policy on the employee's life only, in addition to the insurance covered by the pension plan insurance.

The Township reserves the right to change third party administrators or to purchase insurance. In such events, the benefits shall be equal or greater.

The Township agrees that should the change from the prior insurance to the self-insured program result in less coverage that the Township will make up the difference to the affected individual.

Effective January 1, 1986, the Township will add a medical emergency rider and dependant coverage rider.

B. The Township shall provide a dental plan with zero (0) dollar deductible with 100% payback for preventative maintenance and diagnostic and 85% payback of restorative treatment, 85% payback for oral surgery, 85% payback for endodontics and periodontics, 85% payback for prosthodontics (fixed and removable). The maximum amount payable for dental services in any calendar year shall be \$1,000 per patient. Effective July 1, 1989, N.J.D.S.P. will pay 85% payback for orthodontics, to a maximum of \$2,400 per case of the N.J.D.S.P. participating dentist's Usual, Customary and Reasonable fee or the fee actually charged, whichever is less, for covered orthodontic service with a separate case maximum of \$2,400 on all cases started on or after the effective date. The above benefits shall be full family.

C. When an employee is required to use his own vehicle, he shall be compensated at the rate of twenty cents (\$.20) per mile plus tolls.

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



complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense. In the event that Article XII, Section D is brought into effect, the officer involved shall request legal representation from the Township in writing as soon as he is a defendant in such action. Within five (5) days, the Township will respond in writing assigning the officer's legal representation. If the affected officer objects to the assigned legal representative, he may request a meeting with the Township Manager and Township Solicitor in order to discuss and resolve any issues regarding this representation.

E. In the event an officer is killed in the line of duty, Blue Cross and Blue Shield coverage for the spouse shall be continued until remarriage of the employee's spouse, and for any surviving children until the age of eighteen (18). This coverage shall include any and all health insurance benefits subsequently negotiated by the P.B.A. for its members.

F. The Township shall provide a Prescription Plan for the employee and his family whereby the employee pays \$1.00 for each prescription and prescription refill.

G. The Township shall continue all health insurance benefits for all employees who retire up to the age of sixty-five (65) years of age. Coverage for retired employees after sixty-five (65) will be provide by the Township. The Township has the option of purchasing Medicare Supplemental Insurance rather than include the retired employee in the Township Plan.

H. The Township shall maintain a one hundred (\$100.00) dollars medical fund for each employee, per year, for the purpose of paying uncovered medical expenses, on all health insurance. For employees who have one (1) or more dependents, the medical fund will be increased an additional one hundred (\$100.00) dollars.

I. In 1991, the Township shall increase the self-insured vision care plan for employees and family. Benefits thereunder are available and payable only once every twenty-four (24) months. Available benefits shall become as follows:

|                      |          |
|----------------------|----------|
| Vision analysis      | \$ 45.00 |
| Single vision lenses | 35.00    |
| Bifocal lenses       | 50.00    |
| Multifocal lenses    | 65.00    |
| Contact lenses       | 75.00    |
| Frames               | 50.00    |

ARTICLE XIII - EXCHANGE OF DAYS OFF

The Chief of the Department, or his designee, may grant the request of any permanent member of the Department to exchange hours, duties or days off. Such requests, if granted, shall be on a uniform basis with standard rules and regulation established by the Chief and applying to all permanent members of the Department who make such requests.

Such requests may not be arbitrarily or unreasonably denied.

ARTICLE XIV - CLOTHING ALLOWANCE

A. Each police officer shall have a complement of the following uniforms and equipment:

UNIFORM AND EQUIPMENT ISSUE LIST

| ITEM                    | INITIAL | AFTER SEA GIRT | REQUIRED |
|-------------------------|---------|----------------|----------|
| Overcoat                | 1       |                | 1        |
| Jacket                  | 1       | 1              | 2        |
| Shirt L.S.              | 3       | 2              | 5        |
| Shirt S.S.              | 3       | 3              | 6        |
| Pants - Winter          | 3       | 2              | 5        |
| Pants - Summer          | 3       | 2              | 5        |
| Hat Uniform             | 1       | 2              | 2        |
| Cap - fur               | 1       |                | 1        |
| Cap - Tactical          | 1       |                | 1        |
| Neckties                | 3       |                | 3        |
| Raincoat w/Cap Cover    | 1       |                | 1        |
| Jumpsuit Tactical       | 1       |                | 1        |
| Vest Protective         | 1       |                | 1        |
| Cool-Shirt              | 2       |                | 2        |
| Sam Brown Belt Complete | 1       |                | 1        |
| Pistol Automatic        | 1       |                | 1        |
| Flashlight SL-20        | 1       |                | 1        |
| Boots - Rain            | 1       |                | 1        |
| Badge                   | 3       |                | 3        |
| Shield                  | 2       |                | 2        |
| Name Tag                | 2       |                | 2        |
| Whistle w/ Chain        | 1       |                | 1        |
| Tote Bag                | 1       |                | 1        |
| Handler 12              | 1       |                | 1        |
| Gas Mask                | 1       |                | 1        |
| Shoes                   | 2       | 1              | 3        |
| Handcuffs               | 1       |                | 1        |

Any item included in the list above will be replaced by the Township upon proof of the items disrepair or upon proof that the item is work out.

B. Each uniformed police officer shall receive a yearly allowance for his purchase of the items listed below:

1. Binoculars
2. Glasses (sun)
3. Jacket Badges
4. Off-duty holsters
5. Gun cleaning kit
6. Summons book cover
7. Metal clip boards
8. 9 mm and 12 gauge ammunition
9. Police tote bag

10. Cool shirts
11. I.D. wallets
12. Business cards
13. Riot helmets (police type)
14. New Jersey Statute Books (criminal law)

The allowance may be carried over into the following year, but all funds not expended within 24 months of date of appropriation are forfeited. The allowance for 1992 shall be \$125.00. The allowance for 1993 shall be \$125.00. The allowance for 1994 shall be \$125.00.

C. A committee shall be appointed for the purpose of determining the need to replace any uniform or equipment under Paragraph A. This committee shall consist of a Patrolman, a Sergeant, the Chief or his designee. This committee shall meet quarterly when the officer in charge of issuing equipment and the patrolmen cannot agree whether an item need be replaced.

D. The Township shall provide an additional equipment allowance annually to Police Officers assigned to detectives for the acquisition of all equipment and footgear utilized in the course of their duties. During 1992, the allowance shall be \$575.00. During 1993, the allowance shall be \$575.00. During 1994, the allowance shall be \$575.00.

E. 1. The Township shall provide the necessary police equipment to attend the Police Academy, with the understanding the articles such as sheets, pillow cases, blankets, etc., will be laundered and kept as property of the township for future use.

2. The Police Academy will provide a list of necessary articles to attend the Academy (articles mentioned in E1).

ARTICLE XV - TIME OFF

Each employee shall be granted six (6) personal days off annually with no loss of compensation. These days shall be requested at least 72 hours before the requested time off. Requests for such time off shall not be unreasonably denied.

There shall be no accumulation of personal days otherwise than as provided by the terms of this Contract.

Each employee shall have a vested right to any unused personal days which he had earned prior to December 31, 1981. The employee shall be permitted to either use that personal time or carry it over at his discretion. Any personal days taken by an employee subsequent to January 1, 1992 shall be assessed against the personal days he is entitled to take in that calendar year first and then if the employee exceeds his yearly allotment of personal days, he may take personal days he accumulated prior to December 31, 1981 not to exceed four (4) days in any one year.

## ARTICLE XVI - GRIEVANCE PROCEDURE

### A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of Police Officers.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department.

### B. DEFINITION

1. For purposes of Steps One, Two and Three of Paragraph C as set forth below, the term "Grievance" shall be defined to mean any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions affecting a member of the Bargaining Unit.

2. For purposes of Step Four of Paragraph C as set forth below, the term "Grievance" shall be defined to mean any controversy arising from the interpretation or adherence to the terms and conditions of this Agreement.

3. Any grievance may be raised by any member of the Bargaining Unit or by the P.B.A.

4. In relation to the grievance procedure as outlined in Subsection C infra, the term "working days" are defined as the time period from Monday through Friday inclusive.

### C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

#### Step One:

a. An aggrieved employee shall institute action under the provisions hereof within thirty (30) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and the Chief of the Department or his designee, for the purpose of resolving the matter informally. Failure to act within the said thirty (30) working days shall be deemed to constitute an abandonment of the grievance.

b. The Chief of the Department, or his designee, shall render a decision within ten (10) working days after receipt of the grievance.

Step Two:

a. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the P.B.A. and signed by the aggrieved and filed with the Township Director of Public Safety within ten (10) working days following the determination of the Chief of the Department.

b. The Township Director of Public Safety, or his representative, shall render a decision in writing within ten (10) working days from the receipt of the grievance.

Step Three:

a. In the event the grievance has not been resolved through Step Two, then within ten (10) working days following the determination of the Township Director of Public Safety, the matter may be submitted to the Township Committee.

b. The Township Committee shall review the matter and make a determination within ten (10) working days from the receipt of the grievance.

Step Four: ARBITRATION

a. If the grievance is not settled through Steps One, Two or Three, either party may refer the matter to the Public Employment Relations Commission within ten (10) working days after the determination by the Township Committee. An Arbitrator shall be selected pursuant to the Rules of P.E.R.C.

b. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision of the Township Committee. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The P.B.A. shall pay whatever costs may have been incurred in processing the case to arbitration.

c. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be binding upon the parties.

d. The costs for the services of the Arbitrator shall be borne equally between the Township and the P.B.A. Any other

expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. MISCELLANEOUS

1. A grievance may be instituted at the lowest Step having the power to resolve it.

2. Failure to respond at any Step in this procedure by the employer shall be determined to be a negative response, and upon the termination of the applicable time limits, the grievant may proceed to the next Step.

E. NO STRIKE PLEDGE

The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other illegal action which interferes with the full and complete normal operation of the government of the Township. The P.B.A. agrees that such action would constitute a material breach of this Agreement.



ARTICLE XVII - AWARDS COMMITTEE

There is hereby established an Awards Committee composed of the Chief of the Department, the Committeeman in charge of Public Safety and one representative of P.B.A. Local #59. This committee shall have the authority to award Certificates of Commendation to officers performing outstanding heroic acts. Recipients of such awards shall also receive a maximum of two (2) days off with no loss of pay.

The P.B.A. covenant and agrees that during the term of this Agreement neither the P.B.A. nor any person acting in its behalf will cause, authorize, or attempt, in any way, to cause any part of any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or refusal to work or abandonment in whole or in part from the job, partial and proper performance of the employee's duties or employment), work stoppage, slowdown, walkout or other illegal action which interferes with the full and complete normal operation of the government of the Township. The P.B.A. agrees that such action would constitute a material breach of this Agreement.

ARTICLE XVIII - PERMISSION TO LEAVE THE TOWNSHIP

The employees may leave the Township during time off without receiving permission unless instructed otherwise during any specific emergency situation.

ARTICLE XIX - WAGES

A. Salaries for employees shall be as set forth in Schedule A annexed hereto.

B. Effective January 1, 1981, all salary increases will be given on each subsequent January 1st, exclusive of New Hires who will receive starting salary at date of hire and first increase after one (1) year of service.

C. Longevity:

Employees shall receive longevity pay in accordance with their years of service as follows:

- 2% of base pay after 5 years of service
- 4% of base pay after 10 years of service
- 6% of base pay after 15 years of service
- 8% of base pay after 20 years of service
- 10% of base pay after 25 years of service

ARTICLE XX - COLLEGE CREDITS

A. The Township shall pay for college credits taken as part of a program leading to an A.A. or B.A. degree in Police Science in an accredited institution of higher learning in the amount of Twenty (\$20.00) Dollars per college credit. Other credits in police related courses paid for during 1976 shall be paid for at a rate of Ten (\$10.00) Dollars per credit. Should a State law be passed providing additional money for such credits, the additional funds shall be added to the amounts paid by the Township.

B. Where the Township requires an employee to attend schooling and pays the tuition therefor, any college credits earned shall not be compensable under Section A above.

C. The maximum amount of this benefit is not to exceed \$750.00 to any one employee in a calendar year.

D. For any employee who received in excess of \$750.00 for college credits for any year prior to 1982, said employee shall be limited to that amount received for any subsequent calendar year. The purpose of this paragraph is to grandfather the amount of college credit payment any employee received prior to January 1, 1982. (e.g. an employee received payment for college credits in the amount of \$1,250.00 for 1981. For the year 1982, he shall receive no more than \$1,250.00); (an employee received payment for college credits in the amount of \$500.00 in 1981. For the year 1982, he may receive up to a maximum of \$750.00 in college credits if he has earned more college credits in the interim between 1981 and 1982).

ARTICLE XXI - PROBATIONARY PERIOD

New employees shall serve a probationary period of one (1) calendar year. During said probationary period they shall be paid as if they were qualified first year police officers. For the purposes of seniority and longevity, the original date of hire shall be used provided the employee has passed his Civil Service test at that time.

ARTICLE XXII - SAVINGS BONDS

Upon written authorization, the Township shall deduct appropriate amounts so specified by the employee from his pay check to be used in purchasing Savings Bonds for said employee.

ARTICLE XXIII - COURT TIME

Should it become necessary for any employee to appear in any court when not on duty as a result of a matter arising out of his duties as a Police Officer, he shall be compensated at the rate of time and one-half pay for said appearance.

There shall be a minimum of two (2) hours pay guaranteed for appearance at Municipal Court for any Police Officer who is required to come in to court on his day off. There shall also be a minimum of two (2) hours pay guaranteed for appearing at Lower Township Municipal Court for any Police Officer who is required to appear in said court unless said appearance occurs either within thirty (30) minutes after the conclusion of his shift or occurs thirty (30) minutes before commencement of his shift.

## ARTICLE XXIV - POLICE RIGHTS

### Section A.

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

2. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Force. These questions may require investigations by the Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

a. The interrogation of a member of the Force shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Force is on duty.

b. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the Officer shall be so advised. Sufficient information to reasonably appraise the member of the allegations should be provided. If it is known that the member of the Force is being interrogated as a witness only, he should be so informed at the initial contact.

c. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

d. The number of the Force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts.

e. If a member of the Force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

f. If a member, as a result of an investigation is being charged with a violation of the rules and regulations or is about to be so charged, he shall be afforded an opportunity to



consult with counsel, or P.B.A. representatives before any further interrogation.

g. If any member is being charged with a violation of the rules and regulations, the Preliminary Notice of Disciplinary Action shall be filed with the Township Clerk no later than forty-five (45) days from the date the Township learns that said member has committed the violation in question. Failure to file said Preliminary Notice within the allotted forty-five (45) days shall act as a bar to the bringing of said charges.

ARTICLE XXV - FULLY BARGAINED PROVISIONS

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

ARTICLE XXVI - SEPARABILITY AND SAVINGS AND APPLICATION

If any provision of the Agreement or 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.

In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal cost.

ARTICLE XXVII - MAINTENANCE AND MODIFICATION OF WORK RULES

A. All conditions of employment relating to wages, hours of work, and general working conditions contained in the rules and regulations of the Police Department, Ordinances, or Resolutions of the Township pertaining to Police employees, or directives from the office of the Police Chief, which are of universal application within the Police Department, currently in effect, shall be maintained for the life of this Agreement.

B. Proposed new rules or modifications of existing rules governing working conditions, as set forth above, which are not exclusively within the discretion of Management, shall be negotiated with the majority representative prior to implementation.

ARTICLE XXVIII - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1992, and shall remain in effect up to and including December 31, 1994 without any reopening date except as to any provision specifically stated. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change modify or terminate this Agreement.

SCHEDULE A

|            | <u>12/31/91</u> | <u>1/1/92</u> | <u>7/1/92</u> |
|------------|-----------------|---------------|---------------|
| Step 1     | (20,000)        | 20,600.       | 21,424.       |
| Step 2     | (23,500)        | 24,205.       | 25,173.       |
| Step 3     | (27,220)        | 28,037.       | 29,158.       |
| Step 4     | (30,940)        | 31,868.       | 33,142.       |
| Step 5     | (33,500)        | 34,505.       | 35,885.       |
| Step 6     | (36,000)        | 37,080.       | 38,563.       |
| Sergeants: | (38,990)        | 40,160.       | 41,766.       |

|            | <u>1/1/93</u> |
|------------|---------------|
| Step 1     | 22,495.       |
| Step 2     | 26,432.       |
| Step 3     | 30,616.       |
| Step 4     | 34,799.       |
| Step 5     | 37,679.       |
| Step 6     | 40,491.       |
| Sergeants: | 43,854.       |

|            | <u>1/1/94</u> | <u>7/1/94</u> |
|------------|---------------|---------------|
| Step 1     | 23,170.       | 24,097.       |
| Step 2     | 27,225.       | 28,314.       |
| Step 3     | 31,534.       | 32,795.       |
| Step 4     | 35,843.       | 37,277.       |
| Step 5     | 38,809.       | 40,361.       |
| Step 6     | 41,706.       | 43,374.       |
| Sergeants: | 45,170.       | 46,977.       |

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Lower, New Jersey, on this 14<sup>th</sup> day of January, 1993.

LOCAL #59 POLICEMEN'S  
BENEVOLENT ASSOCIATION,  
NEW JERSEY

Det. Christopher Winter

ATTEST:

Sgt. Bel J. Hooper

Louis Russo

\_\_\_\_\_  
\_\_\_\_\_

TOWNSHIP OF LOWER  
LOWER TOWNSHIP, NEW JERSEY

Robert F. Conroy, Jr.  
ROBERT F. CONROY, JR.,  
MAYOR

Claudia R. Kammer  
CLAUDIA R. KAMMER, CLERK