

A G R E E M E N T

Between

**TOWNSHIP OF STILLWATER
SUSSEX COUNTY, NEW JERSEY**

and

POLICEMEN'S BENEVOLENT ASSOCIATION

**LOCAL NO. 138
STILLWATER UNIT**

JANUARY 1, 1999 THROUGH DECEMBER 31, 2003

LOCCKE & CORREIA P.A.
24 SALEM STREET
HACKENSACK, NEW JERSEY 07601
(201) 488-0880

JOSEPH J. BELL & ASSOCIATES
40 BLOOMFIELD AVENUE
DENVER, NEW JERSEY 07634
(973) 886-6900

PREAMBLE

THIS AGREEMENT made and entered into this 21st day of May, 2002, by and between THE TOWNSHIP OF STILLWATER a municipal corporation of the State of New Jersey, with its principal place of business at P.O. Box. 1, Middleville, County of Sussex and the State of New Jersey (hereinafter designated "Township" or "Employer") and the Sussex County PBA LOCAL 138-Stillwater Unit, being an association of all the policemen of the rank of Lieutenant and below (hereinafter designated as the "PBA"), represents the complete and final understanding on all bargainable issues between the Township and the PBA.

WITNESSETH

WHEREAS, the parties hereto collectively bargained to promote and improve industrial and economic relations between the Township and the employees and to set forth herein an agreement covering pay, hours of work and other conditions of employment to be observed by the parties hereto.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter entered into for other goods and valuable consideration, the parties hereto agree to the following:

ARTICLE I

RECOGNITION AND EXCLUSIVITY OF REPRESENTATION

- A. The Township hereby recognizes the PBA as the sole and exclusive bargaining agent for all full-time police officers of the rank of Lieutenant and below now employed or to be employed in the Stillwater Township Police Department. Said Unit does not include the Chief of Police, other supervisory employees, part-time police officers, special law enforcement personnel, firefighters, professional employees, craft employees, confidential employees and managerial executives within the meaning of the New Jersey Employer-Employee Relations Act.

- B. An "employee" shall be defined to include all bargaining unit members, subject to Police Department supervision and direction, the plural as well as the singular, and to include males and females.

ARTICLE II

PBA REPRESENTATIVES

- A. The Township recognizes the right of the PBA to designate representatives and alternates for the enforcement of this Agreement.
- B. The authority of the representatives and alternates so designated by the PBA shall be limited to, and shall not exceed, the following duties and activities.
- C. The transmissions of such messages and information which shall originate with, and are authorized by the PBA, its officers, or its representatives.
- D. During collective negotiations, the Employer shall excuse one (1) officer for the purpose of attending mutually scheduled negotiation sessions. If the officer is on regular duty during the negotiation sessions, the officer shall be in appropriate uniform, ready to respond to emergency calls and shall be paid at his regular rate of pay.
- E. The authorized representative of the PBA 138 (Stillwater Unit) or designee, whose name(s) shall be filed in writing with the Township shall be permitted to the time with pay to process and/or investigate grievances, unfair practices and disciplinary matters as it pertains to employees covered by this agreement. This right shall be exercised reasonably and may be denied when the Chief of Police declares it is in the best interest of the Department.
- F. The Township agrees to grant the necessary time off without loss of straight time pay to one member of the PBA or his/her alternate selected by the members of the PBA as a representative for Stillwater PBA to attend any State or national convention of the Organization . Further, should the PBA President and/or Delegate or their designee be elected or appointed from the Township of Stillwater, they shall also be granted a leave of absence with pay, to attend any State or national convention of the organization. In all cases, the leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention. A certificate of attendance at the convention shall, upon request, be submitted by the representative so attending. The employee shall give the Chief of Police or Scheduling Officer at least one (1) month's notice of such desired attendance.

ARTICLE III

EMPLOYEE RIGHTS

- A. The Township or designee will provide the PBA with copies of all personnel orders as soon as the personnel orders are issued. As used in this Article, “personnel order” shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.
- B. Any employee/member who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against him/her will be afforded the following safeguards:
1. The employee/member will be informed prior to the interview if the Township believes the employee/member is a suspect in the investigation.
 2. The employee/member will be informed of the nature of the investigation and allegations and afforded the opportunity to consult with a PBA representative prior to an interview. The employee/member shall be allowed the right to have a PBA representative or to have said representative present at the interview. The request to have a representative present shall not delay the interview more than twelve (12) hours except for minor complaints (incidents for which discipline no greater than oral reprimand may result) which may be handled immediately when said representative is not readily available. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the employee/member will be allowed up to twelve (12) hours to obtain a representative to assist him/her in the interview.
 3. With the exception of telephone interviews, interviews shall take place at the Township facility, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- C. The Township shall make a reasonable good faith effort to conduct these interviews during the employee/member’s regular working hours, except for emergencies or where interviews can be conducted by telephone.
- D. The employee/member will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he/she is entitled under the laws of this State or the United States.
- E. The employee/member shall be entitled to such reasonable intermissions as he/she shall request for personal necessities.

- F. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee/member about information which is developed during the course of the interview.
- G. Interviews and investigations shall be concluded with no unreasonable delay.
- H. The employee/member shall be advised of the results of the investigation and any future action to be taken on the incident.
- I. Any employee/member who becomes the subject of a criminal investigation may have legal counsel present during all interviews. This representation by counsel is confined to counseling, and not actual participation in the investigation. A criminal investigation as used herein shall be interpreted as any action which could result in the filing of a criminal charge. A major investigation as used elsewhere in this Article shall be interpreted as any action which could result in dismissal from the department or the filing of a criminal charge.
- J. The employee/member under investigation must, at the time of an interview, be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.
- K. The employee/member will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- L. Should any section, sub-section, paragraph, sentence, clause or phrase in this article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this article.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of the Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. To direct the Township's work force and operations and exercise executive management and administrative control of the Township, its properties and facilities, and the activities of its employees, subject to law and this agreement;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, assignment, promotion and transfer employees, to discharge, fine, demote or take other disciplinary action, all in accordance with applicable laws, regulations and terms of this agreement;
 3. To establish programs and objectives, including special programs, and to provide for all needs and services for residents of the Township and persons who utilize Township services, all as deemed necessary or advisable by the Township limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States;
 4. To decide upon the means and methods of providing all services, selection of equipment, materials and the utilization thereof by Township employees of every kind and nature so long as same is within recognized safety standards;
 5. To determine work schedules, the starting and ending hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto limited only by the specific and express terms of this Agreement and so long as they are in conformance with the laws of the State of New Jersey and its Agencies;

6. To determine emergencies and the means or manner to cope therewith and to determine when said emergencies have terminated pursuant to the established guidelines of the State and County Department of Emergency Management;
 7. To relieve employees from duties because of lack of work or any other legitimate reasons; and,
 8. To promulgate rules and regulations from time to time which may affect the orderly and efficient operation of Township government.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations, procedures and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under any national, state, county or local laws, regulation, resolutions or ordinances.
- D. No employee may be dismissed, suspended, disciplined or investigated except in accordance with the rules and regulations of the New Jersey Department of Personnel and the laws of the State of New Jersey.
- E. The PBA shall be provided with a copy of the notice forwarded to the employee/member of his/her disciplinary hearing. The Township hereby retains and reserves unto itself , without limitation, 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.

ARTICLE V

NO STRIKE PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

- B. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an 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, slow down, walkout or other job action against the Township.

- C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by the PBA member shall entitle the Township to take appropriate disciplinary action including possible discharge in accordance with the applicable law.

- D. Nothing contained in the agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA or its members.

ARTICLE VI

GRIEVANCE PROCEDURES

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems, which may arise as to the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff.

B. Definition

The term "grievance" shall cover issues of application or interpretation of this Agreement, including minor discipline (minor discipline shall mean three (3) or more days of an unpaid suspension/fin), and is meant to provide means by which employees covered by this Agreement may appeal the interpretation, application or alleged violation of the terms and conditions of employment of this Agreement. A grievance may be raised by an employee or group of employees covered by this agreement.

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

The aggrieved employee shall notify the Chief of Police, or his designee, of the nature of the grievance within fifteen (15) calendar days after the event giving rise to the grievance. Said notification must be in writing setting forth the nature of the grievance. Within five (5) calendar days after receiving such written grievance, the Chief shall arrange to meet with the complainant for the purpose of attempting to adjust or resolve such grievance. The Chief shall give his decision in writing within ten (10) calendar days after such meeting.

STEP TWO

If the PBA wishes to appeal the decision of the Chief of Police, or his designee, or in the event that the Chief of Police or his designee fails to respond within the time provided, then the PBA shall present the grievance to the Township Committee, through the Township Clerk, within ten (10) calendar days. Said notification must be in writing setting forth the nature of the grievance and copies of all previous correspondence relating to the matter in dispute. The Township Committee or designee shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission or within ten (10) calendar days to the Township Committee meeting following the submission of the grievance, whichever is later.

STEP THREE

- A. If no satisfactory resolution of the grievance is reached at Step Two, then within seven (7) calendar days, the grievance may be referred to binding arbitration by the PBA only (no designee or authorization). An arbitrator shall be selected in accordance with the procedures of the Public Employment Relations Commission. However, no arbitration shall be held for a period of thirty (30) calendar days. In the event the aggrieved party or the PBA files for a review by the Department of Personnel, the matter shall be withdrawn and all filing costs shall be borne by the aggrieved or the PBA.
- B. Unless the parties agree otherwise, no more than one (1) issue (aside from issues of law) shall be presented to an arbitrator in any single case.
- C. The fees and expenses of the arbitrator shall be borne equally by both parties. Any other expenses incurred by the parties, including but not limited to the representation of witnesses, shall be borne by the party incurring same.
- D. The arbitrator shall be bound by the terms and conditions of this Agreement and the practice of the parties if the language is ambiguous or absent and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.
- E. The decision of the arbitrator shall be in writing with the reasons therefor and shall be binding upon the parties; subject however, to any applicable statutes and case law available to the parties.
- F. Either the Township or the PBA may waive any of the steps of the grievance procedure, but said waiver can only be done in writing with the consent of the other party in question.
- G. The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the succeeding step in the

grievance procedure within the time limits prescribed, the disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to expand or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE VII

DUES CHECK-OFF

- A. The Township agrees to deduct dues solely from the salaries of its employees who are subject to this Agreement on the behalf of the PBA. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:1415.9(e), as amended.
- B. The Township agrees, upon presentation of a dues check-off card signed by individual employees, to deduct said dues from the employee's regular periodic pay, together with statements and records of any corrections and shall transmit them to the PBA 138 office.
- C. Changes in the amount of said dues will not be made more than two (2) times per calendar year.
- D. The said PBA representative shall be appointed by resolution of the PBA and certified to the Employer by the PBA. The sole obligation of the Township shall be to deduct the dues and forward it to the PBA representative.
- E. The PBA agrees to indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in accordance with the instructions of the PBA pursuant to this Article.

ARTICLE VIII

AGENCY SHOP

- A. PBA Local 138 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 [c] and 5.6 and membership in PBA Local 138 shall be available to all employees in the unit on an equal basis at all times. In the event PBA Local 138 fails to maintain such a system or if membership is not so available; the Employer shall immediately cease making said deductions.

- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township new authorization forms showing the authorized deductions for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary of the Union advised of such changed deduction.

- C. Prior to the beginning of each membership year, the PBA will notify the Township in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for that membership year. The representation fee to be paid by non-members will be up to eighty-five percent (85%) of that amount.

- D. In order to offset that per capita cost of services rendered by the PBA as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the PBA to its own members, and the representation fee has been set at an amount up to eighty-five (85%) percent of that amount solely because that is the maximum presently allowed by law.

- E. Once during each membership year covered in whole or in part by this Agreement, the PBA will submit to the Employer a list of those employees who have not become members of the PBA for the then current membership year.

- F. The PBA will notify the Employer in writing of any changes in the list provided above and/or the amount of the representation fee, and such changes will be reflected in any deductions made immediately after the Employer received such notice.

- G. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reasons of actions taken by the Township in reliance upon the official notification on the letterhead of the PBA and signed by the President and Secretary of the Union advising of such changed deduction.

ARTICLE IX

OVERTIME, WORK WEEK & WORK DAY

- A. The normal work week shall be forty (40) hours per week and eight (8) hours per day, Monday through Sunday, with a one-half (½) hour unpaid lunch period each day which shall not be included in the forty (40) hour week or eight (8) hour day. The PBA agrees that each officer shall report to work fifteen (15) minutes prior to the start of their shift (muster time). Muster time shall not be counted in the computation for overtime nor shall there be an extra compensation for such

- B. Overtime shall be paid for all hours in excess of the maximum provisions of 29 U.S.C. §207(k), however only sick time will count as time not worked. Overtime shall be paid at the rate of one and one-half (1½) times the rate of pay set forth in Article XI.

- C.
 - 1. Overtime shall be distributed as equally as practicable among the employees qualified and capable of performing the work and who are available to perform the work, except an employee shall not be removed from a job that said employee has been performing on that day in order to provide such equitable distribution of overtime.

 - 2. Overtime work shall be kept to a minimum, if possible, and must be authorized in advance, when possible, by the Police Chief or his/her designee. Failure to receive authorization to work overtime, where authorization could have occurred, may result in disciplinary action being taken against the employee for taking unauthorized overtime. Reports of all overtime work, supported by the reason(s) thereof, shall be submitted to the Police Chief. All questions relating to the contents of the overtime report shall be brought to the attention of the Police Chief. All overtime operations shall be conducted according to established departmental procedures, guidelines and/or policies.

- D. All work schedules shall be posted at least four (4) weeks in advance of the time scheduled.

- E. Any police officer who works on New Year's Day, July 4th, Thanksgiving and Christmas shall be paid one and one-half times their regular rate of pay for all hours worked on that holiday.

ARTICLE X

HOURLY RATE AND OVERTIME RATE

- A. To compute the employee's base hourly rate for overtime or other purposes, the employee's yearly base salary shall be divided by 2080 hours.

- B. On those occasions where the employee is entitled to time and one-half, the rate shall be computed by multiplying the hourly rate by one hundred and fifty (150%) percent.

ARTICLE XI

RECALL

Any employee who is required to work after completing their regular work shift and has left the place of work shall be guaranteed at a minimum of two (2) hours up to December 31, 2001 and three (3) hours effective January 1, 2002 and thereafter, at time and one-half (1½) the employee's regular rate of pay provided that: (1) such hours are non-contiguous to the employee's regular working hours; and (2) the Township reserves the right to work the employee the full period of the call-back. If the hours of call-in are contiguous to the employee's shift, the hours shall be paid at straight time and/or time and one-half, depending on the number of hours worked in question.

ARTICLE XII

SALARIES

- A. The base annual salaries of all employees covered by this Agreement shall be set forth as follows. The following salary guide shall be in force for the police officers during the life of this agreement:

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Academy Recruit	\$25,500	\$25,500	\$25,500	\$25,500	\$25,500
Probationary Step	\$27,500	\$27,500	\$27,500	\$27,500	\$27,500
Step 1	\$30,295	\$31,431	\$32,610	\$33,833	\$35,101
Step 2	\$33,090	\$34,331	\$35,618	\$36,954	\$38,340
Step 3	\$35,885	\$37,231	\$38,627	\$40,075	\$41,578
Step 4	\$38,680	\$40,131	\$41,635	\$43,197	\$44,817
Step 5	\$41,474	\$43,029	\$45,525	\$48,114	\$49,918
Sergeant	\$45,104	\$46,795	\$49,432	\$52,168	\$54,124

The Salary Guide for 2002 was developed from the parties' agreement on the beginning and ending wages for 2001 which includes holiday pay and was modified by the addition of three (3) steps. The employee will advance one step on their anniversary even after the expiration date of the contract. The wages set down for 2002 will increase across-the-board by 3.75%, except as follows: Academy and Probationary Steps shall remain constant, while Step 5 and Sergeant will receive an adjustment of \$850 in the Years 2004 and 2005 prior to calculating the across-the-board increase.

- B. The Academy Step shall cover the period from initial hiring until successful completion of the Academy or six (6) months, whichever comes first. The officer shall move to the Probationary Step after, (1) successful completion of the Academy or, (2) the second six (6) consecutive months of employment after the initial date of hire by the Township, whichever comes first.
1. The parties agree that John Schetting and Thomas Tosti will be at Step 5 in 2002, unless either are promoted to Sergeant.
 2. The parties agree that Daniel Smith will be at the Probationary Step for the year 2002, but maintain his current salary of \$28,500 and in addition, will be paid a bonus of \$1,500.00 for the same year. Thereafter, Officer Smith will move to Step 1 in 2003; Step 2 in 2004; Step 3 in 2005; Step 4 in 2006 and Step 7 in 2007.
 3. All other police officers shall follow the schedule.
 - 4.

ARTICLE XIII

COURT TIME

- A. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding or other courts or administrative bodies as a direct result of his official duties as a police officer.
- B. Required court time above the regularly scheduled tour of duty shall be compensated at time and one-half (1 ½) the employee's base hourly rate.
- C. The amount of time to which an employee may be entitled under this Article shall be the actual time required including waiting time in the court or administrative body.

ARTICLE XIV

EDUCATIONAL INCENTIVES

- A. The Township and the PBA agree that the amount and quality of an employee's education can provide a contribution to this Department and the Township as a whole.

- B. The parties agree that the Township will provide reimbursement for tuition costs and fees to employees covered by this bargaining unit under the following conditions:
 - 1. The course is in the field of criminal justice and/or police science and will lead to the receipt of a degree in such fields;
 - 2. The employee must be a matriculated student; and,
 - 3. The employee must maintain a grade of "B".

- C. The tuition costs shall be limited, at a maximum, to the highest in-state rate for tuition costs at Rutgers, The State University.

- D. The parties further agree that, should an employee voluntarily separate their employment from the Township and who received benefits pursuant to this Article, they shall be responsible for reimbursing the Township as follows:
 - 3. Up to and including two (2) years* prior to receipt of written resignation
- 100% of all costs
 - 4. After two (2) years* and up to and including three (3) years * prior to receipt of written resignation - 50% of all costs

 - * Two (2) years shall be defined as date of course completion relative to date of submission of written resignation.

ARTICLE XV

PERSONAL LEAVE

- A. Effective January 1, 2001, each employee shall have sixteen (16) hours of personal leave time per year.
- B. For purposes of this clause, an employee shall not be required to advise his superior of the reason for the personal leave time.
- C. The Employee shall be required to notify his superior at least forty-eight (48) hours in advance of such personal leave time, except in cases of emergency, but must provide such notice in writing as soon as possible.
- D. Personal leave time may not be accumulated.

ARTICLE XVI

VACATION

A. All employees shall be granted vacation leave based upon the following schedule:

1. New Employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month and one-half (½) working day if they begin on the 9th through the 23rd day of the month.
2. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day for each month of service.
3. Thereafter, vacation leave shall be granted based upon continuous years of service, pursuant to the following schedule
 - a. After one (1) year through five (5) years - thirteen (13) working days
 - b. After five (5) years through fifteen (15) years - sixteen (16) working days
 - c. After fifteen (15) years through twenty-five (25) years - twenty (20) working days; and,
 - d. After twenty-five (25) years - twenty-five (25) working days.
 - e. For purposes of calculating the number of years of continuous service, each employee has accumulated, only full-time (at least thirty (30) hours per week) continuous uninterrupted service in and for the Township shall be counted.

Vacation leave must be taken in no less than one-half (½) day increments only. The number of years of service to the Township for purposes of vacation will be determined on December 1st of each year. Vacation leave shall be scheduled for the mutual convenience of the Township and the employees. Vacations shall be scheduled by the Police Chief so as not to interfere with the normal and efficient operation of the Department. All vacation leave shall be used in the current year (January 1st through December 31st) and shall not accumulate without the prior approval of the Township Committee, pursuant to §B below.

B. Vacation leave not used in a calendar year because of business necessity only shall be carried over, after approval of the Township Committee, until the next succeeding calendar year and shall be scheduled to avoid loss of leave. Failure to use the leave in the carryover year shall result in its forfeiture.

- C. It is the policy of the Township that each employee take advantage of the authorized vacation period for reasons of health, rest, relaxation and pleasure and thus extra compensation in lieu of vacation shall not be allowed unless prior authorization shall be obtained from the Township.
- D. The vacation schedule shall be posted by the Township throughout the year for the employees to select their vacation periods. In granting vacations, the Township shall attempt to assign vacations on the basis of the seniority of its employees. Employees shall endeavor to select vacations with thirty (30) days' notice, but the Police Chief or designee can waive said requirement. The Police Chief or designee shall, in any event, have the right to schedule vacations so as to obtain the manpower necessary to maintain adequate coverage during the vacation period.
- E. An employee who exhausts all paid vacation leave in any one (1) calendar year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.
- F. Continuous service, as set forth herein, shall be defined to mean employment for the Township without actual interruption due to resignation, removal, layoff or retirement. Periods of employment before and after suspension or leave without pay shall be considered continuous service less any leave time covered by the provisions herein. The period of time on a suspension or leave without pay, except for military leave, shall not be included in calculating years of service.

ARTICLE XVII

SICK LEAVE

- A. All employees shall be granted sick leave based upon the following schedule:
1. New employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month and one-half (½) working day if they begin on the 9th through the 23rd day of the month.
 2. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day for each month of service.
 3. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) working days per year.
 4. Unused sick leave is accumulated from year to year.
- B. Temporary and Interim employees shall not be eligible for sick leave pay. Academy and Probationary employees shall be able to use up to five (5) days of sick leave per year.
- C. Sick leave, or absence from work due to illness or disability, as used herein, is defined as leave which may be granted to each employee, as noted herein, who:
- A. Through illness becomes incapacitated or by an off-duty injury becomes incapacitated to such an extent that it is impossible for the employee to perform their duties; or,
 - B. Is quarantined by the Board of Health or by a physician's written instruction because the employee has been exposed to a contagious disease.
- D. Sick leave may not be earned during a leave of absence without pay or suspension. The employee will be entitled to receive all their entitled sick leave, if they prevail in a challenge to the suspension. Sick leave credits shall not accrue after an employee has resigned or retired, even if they are being retained on the payroll until exhaustion of any other leave.
- E. To qualify for payment while absent on sick leave, each employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer-in-charge at least one (1) hour, or sooner if known, before the commencement of his

scheduled tour of duty. Said notice shall state the nature of the cause of the absence of duty. Shorter notice shall be permitted in exceptional circumstances, which shall be reviewed on a case-by-case basis with the final determination by the Chief of Police.

- F. An employee who is absent without such notification shall be charged for each hour absent and will be subject to appropriate action. One-half (½) work shift is to be the smallest unit to be considered in computing sick day usage.
- G. An employee, pursuant to this Article, shall not engage in any other employment activity either with the Township or with another employer pursuant to the provisions herein. An employee who is found to be engaged in employment with any other employer during their normal work days, during assigned overtime and/or other Township authorized working time, will be subject to suspension of sick leave benefits, where applicable and as permitted by law, and subject to disciplinary action, including possible termination.
- H. An employee on sick leave receiving his normal compensation and who, in addition, qualifies for payment under Workmen's Compensation and/or Temporary Disability laws shall, during the period he receives such benefits, be entitled only to that portion of his/her regular rate of pay that, when added to either the workers' compensation payments or temporary disability payments or both, equals his/her normal pay. No employee while receiving such payments shall receive more than the full salary he/she would have received at the time of injury.
- I. Abuse of sick leave shall be cause for disciplinary action.
- J. Sick Leave Verification
When an Employee calls out on sick leave,
 - 1a. The Township may require/direct that Employee to be examined by a licensed physician of the Township's choice and at their sole cost and expense, at any time the Employee notifies the Township that he/she is unable to work due to non-work related illnesses or injury provided the Employer has reasonable belief that the Employee is abusing or has a pattern of abusing sick leave.
 - b. If the Employer's designated physician indicates that the Employee is able to come back to work, but the Employee's physician states he/she is not able to return, the Employee will return to work and the matter may be submitted to a third physician who is mutually selected by the parties. The decision of the third physician shall be binding upon both parties. The cost of the physician shall be split.

- 2a. The Employee shall be required to notify the Employer his/her place of confinement, which shall not be the Employee's vacation home or hotel, unless it is the employee's principal residence, unless a viable reason is provided to the Chief and provide a phone number where he/she can be reached at that location. The Employer shall be permitted to contact employees via telephone during their regularly scheduled shifts to verify their confinement. The Employer may not contact the Employee during hours when the Employee is not regularly scheduled to work for verification of confinement. Every employee shall be required to have an answering machine at their expense so that the Employer may call to request a return call. If the employee was unable to accept the Employer's call, he/she must return that call within three (3) hours. The Employee will also be then subject to another verification call. The Employer may not call the Employee more than once during the regularly scheduled shift the Employee was supposed to have worked, except per above.
- 2b. The Employer shall be permitted to visit the home of an Employee or make additional phone calls to confirm his/her confinement during the Employee's regularly scheduled hours of work, provided the Employer has an articulated suspicion (e.g. sounds like a party in the background when a call is made or the phone is not a land line) or the employee has not called back from their place of confinement within the allotted time. Should the Employee not respond to the personal visit the Employer has the right to revisit the Employee.
- 2c. Failure of the Employee to provide the Employer with his/her place of confinement with a valid telephone number or if the Employer is unable to verify the employee is at their place of confinement, it may result in the Township determining the time is unapproved leave and no sick leave payments shall be made. This may be contested through the grievance procedure.

ARTICLE XVIII

OTHER LEAVE

A. A leave of absence, without pay, may be granted by the Township for good cause to any employee who has been employed for a period of three (3) years after completing the probationary/working test period. Said leave may not be arbitrarily or unreasonably withheld. A leave of absence for the sole purpose of seeking other gainful employment shall not be considered good cause.

B. Jury Duty

1. An employee who is called for jury duty (petit or grand), shall be paid eight (8) hours straight time for scheduled working time lost.
2. When an employee receives notice of jury duty (petit or grand), they shall immediately advise the Police Chief, who in turn shall notify the Township Clerk and Township Chief Financial Officer, so that the required deduction of juror's pay can be made from regular pay and a copy of the jury summons can be placed in the employee's personnel file.
3. Any employee called for jury duty (petit or grand), shall be required to return to work when not actively serving on a jury or when released prior to 11:00 a.m. of his scheduled shift.
4. Upon completion of jury duty (petit or grand), the employee shall obtain a Certificate of Jury Service from the Sussex County Sheriff's Office showing the time spent on jury duty, The employee shall forward this form to the Police Chief, who shall send it to the Township Clerk for inclusion in the employee's personnel file.

C. Military Leave

1. Permanent, full-time bargaining unit employees who enter upon active duty with the military or naval service in war time emergency, or a reserve of any branch of the Armed Services or member of the National Guard, who shall be called up for active duty in the Armed Forces under war time emergency shall be granted a leave of absence for a period of service (not to exceed the legal requirements of such) and three (3) months thereafter. In case of service connected illness or wound which prevents the employee from returning to their employment, such leave may be

extended until three (3) months after recovery, but not beyond the expiration of two (2) years after the employee's date of discharge.

2. Pursuant to the laws of the United States (i.e. Veterans Re-employment Rights), a bargaining unit employee who is called in to active duty as set forth above and wishes to return to a job so long as they meet the requirements and responsibilities of the Veteran Re-employment Rights law and/or any other Federal or State law which is applicable.
3. A bargaining unit employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily re-enters the military service or accepts a regular commission shall be considered as having abandoned their employment and therefore resigned.
4. A permanent, full-time bargaining unit employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training shall be granted a leave of absence for such period of training. Such leave is not considered military leave.
5. A bargaining unit employee with provisional, temporary and/or part-time status who enters upon active duty with the Armed Forces or who enlists in a reserve component of the Armed Forces of the United States, or is otherwise required to perform an initial period of active duty for training, shall be recorded as having resigned their position.
6. A permanent, full-time bargaining unit employee who is a member of the National Guard or naval militia or a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation. The Township further agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment of said employee's seniority rights and shall pay the employee their regular rate of pay.
7. A full-time bargaining unit employee who is a member of the National Guard or the naval militia or a reserve component of the Armed Forces of the United States who is

required to undergo annual field training or annual active duty for training shall be granted a leave of absence with or without pay as determined by the Township Committee

ARTICLE XIX

INJURY IN THE LINE OF DUTY

- A. Whenever a permanent full-time employee, subject to this Agreement, is incapacitated for duty because of an injury sustained or incurred in the performance of his duty, he shall be entitled to injury leave, if the prognosis of the Township physician is that the employee will return to regular duty by the completion of said leave, at the rate of pay in existence at the time of his injury for a period of not more than three (3) months commencing with the date of the injury. Should the employee's physician's prognosis be different than that of the Township's physician, then the parties agree that the employee shall be seen by a physician who is mutually agreed upon by both and that this physician's prognosis shall be binding upon them both. The Township Committee may agree to up to four (4) leave periods over a twelve (12) month period. The actual length of said leave shall be determined by the Township Committee or designee. Any temporary disability insurance or workers' compensation payments shall be credited toward the full pay the employee shall receive more than the pay they would normally receive if they were working. Incapacity shall be defined as being physically unable to perform any job function within the bargaining unit. The Police Chief or designee reserves the right to require an employee to work in a job function within this bargaining unit, even if they are injured on duty and cannot perform their normal primary job functions.
- B. The Township shall pay hospital, medical and surgical expenses incurred by any employee, subject to this Agreement, who is injured in the performance of their duty while they are subject to Section "A" of this Article, subject to any normally required employee contributions toward insurance.
- C. Employees who are injured while working, whether slight or severe, must make a report within the scheduled hours of the working day of the injury thereof to the Police Chief or designee. Failure to make such report will discredit the insurance claims of the employee for such injury; if, however the insurance carrier later verifies the injury, the benefits will only become effective under this contract as of the insurance company's verification date.
- D. In the sole discretion of the Police Chief or designee, the employee must submit to an examination by a physician appointed by the Township with the complete expenses of such examination to be borne by the Township. If the employee refuses to submit to an examination or refuses to follow the instructions of the attending physician, the time lost shall be considered sick leave, pursuant to the specific terms of this Agreement, except that no extended sick leave as set forth in that Article shall be available to the employee.
- E. An employee requesting injury leave under this Article shall not engage in any other similar employment activity, either with the Township or with another

employer, except as set forth herein. Any employee who is found to be engaged in employment with any other employer will be subject to suspension of injury leave benefits and disciplinary action, including possible termination by the Township.

- F. All employees, prior to reporting for regular duty, overtime and/or call-in work, will be required to provide notification to the Police Chief or designee of any condition of personal health or any condition detrimental to safety. (e.g. taking prescription or over-the-counter medications, off-duty injuries or emotional stress).

ARTICLE XX

BEREAVEMENT LEAVE

- A. All permanent full time employees covered by this Agreement shall be entitled to the following leave days:
1. Five (5) consecutive working leave days shall be granted without loss of regular straight time pay if there is a death to the employee's mother, father, spouse, or children.
 2. Three (3) consecutive working leave days shall be granted without loss of regular straight time pay if there is a death to the employee's mother-in-law, father-in-law, brothers or sisters; or those of his/her spouse
 3. One (1) working leave day shall be granted without loss of regular straight time pay if there is a death to the employee's or their spouse's grandparents, uncles, aunts, nieces or nephews. Said day shall be charged against sick time.
- B. It shall be understood that in all provisions of this Article, one of the leave days shall be the day of the funeral..

ARTICLE XXI

UNIFORM AND EQUIPMENT ALLOWANCE

- A. The Township shall provide all initial clothing necessary, as required by the Township, which shall be worn at all times. The Township shall designate which vendor(s) shall provide the necessary clothing. All other clothing purchased by the employee shall be at the employee's expense, except pursuant to Section C below.

- B. It shall be the responsibility of the employees to adhere to the dress code and wear the proper items of clothing. Employees who do not wear their appropriate uniforms or identification badges in the approved location complying with the dress code shall be subject to disciplinary action.

- C. A police officer's uniform which is utilized in his capacity as a police officer which is damaged during the course of this employment, as a result of an incident, shall be replaced at the expense of the Township, except where such damage is caused by the negligence of the employee and then such cost shall be borne by the employee.

ARTICLE XXII

MILEAGE ALLOWANCE

- A. When an employee covered by this Agreement is required to leave the Township on official business, the Township shall attempt to provide a Township vehicle.

- B. When it becomes necessary for the employee with the approval of the Chief of Police or his designee, while on official out-of-town business or unscheduled duty within the jurisdiction of the municipality, to pay for tolls, parking and meals, the Employer agrees to reimburse the employee in the following manner: the Employer will reimburse to the employee the actual cash value for all tolls and parking, and an amount not to exceed seven dollars and fifty (\$7.50) cents for morning meal; ten (\$10.00) dollars for afternoon meals; and twelve dollars and fifty cents (\$12.50) for evening meal. All payments will be made, upon receipt of proof of payment in the form of a receipt, from the employee.

ARTICLE XXIII

MEDICAL AND DENTAL INSURANCE

- A. Medical: All employees hired on or after January 1, 2001, shall be enrolled in the PPO option only, at no cost to the employee. If the employee wishes to be enrolled in another option, then the employee will be responsible to pay the full cost of the excess over the Township's obligation as of the end of 2000. (Ex. Premium cost for Traditional - \$7,000/yr.; 2001 the cost is \$8,000/yr - a new employee electing another option shall be required to pay \$1,000 to the Township for the additional premium).
- B. Dental: The Township shall continue to provide all employees and their eligible dependents dental benefits, coverages and administrative benefits, however, their obligation shall be capped at the Year 2000 premium cost for an employee (e.g. Township's Year 2000 premium cost is \$500; 2001's cost is \$600, therefore the employee shall pay \$100).
- C. Life Insurance: The Township agrees to provide, at no expense to employees, life insurance and long term disability as is currently provided.
- D. Effective January 1, 2001, an optional stipend will be available to employees who wish to waive dual coverage for any and/or all insurance coverage provided for by the Township. If said waiver occurs, the employee shall receive thirty (30%) percent of the difference between the original coverage designation and the new coverage designation. Prior to receipt of said stipend, the employee must provide the Township copies of the policies of the employee's spouse, in which the dual coverage waiver is being sought to provide coverage. The employee must be out of the original designation at least one (1) year from the time of the waiver before re-entering the previous coverage and can only re-enter during the open enrollment period. If the employee attempts to re-enter and fails to give the Township at least (90) calendar days' notice or by a certain date prior to the open enrollment period (as determined by the Township) and then wishes to re-enter during the open enrollment period, the employee will pay a pro-rated percent of the return premium, except for exigent circumstances, above and beyond any other employee premium obligations.
- E. Retirees: All bargaining unit employees who retire after July 1, 2001 with twenty-five (25) years of service in the PFRS shall receive medical coverage only for the employee and only until age 65; then receive Medicare Part B only. No coverage shall be provided if the retiree receives coverage from another employer.
- F. The Township reserves the right to change its insurance benefit providers/administrators and/or self-insurer so long as equivalent benefits are provided and that prior to such change, the Township provides reasonable notice to the PBA.

ARTICLE XXIV

LIABILITY INSURANCE

The Township will continue to provide existing insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including, but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights; provided that should any such coverage become not reasonably feasible, the Township may elect to engage and maintain alternate insurance or to be self-insured. Equivalent coverage will be maintained.

ARTICLE XXV

PERSONNEL FILES

- A. Each employee/member shall, during normal business hours of the Township have the right of access to his/her personnel file and at his/her request, an employee shall be provided one copy of any document placed in the employee/member's file.

- B. An employee/member shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the Township. The Township shall provide an opportunity for the employee/member to respond in writing to any information which he/she disagrees. Such responses shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee/member's permanent record.

ARTICLE XXVI

POLICE VEHICLES and EQUIPMENT

All Stillwater Township Police Department vehicles and police equipment shall be maintained in a safe and suitable condition and at the highest reasonable standard for the health and safety of the officer and the general public.

ARTICLE XXVII

BULLETIN BOARD

- A. The Employer will supply one (1) bulletin board for the use of the PBA for current PBA business to be placed in a conspicuous location.
- B. The bulletin board shall be for the use of the PBA for posting of notices and bulletins pertaining to PBA business and activities or matters dealing with welfare of employees. Said postings/bulletins shall be on union letterhead. Said material shall not be derogatory or offensive to any member of the Department, the Police Department per se or the Township.
- C. No matter may be posted without receiving permission of the officially designated PBA representative.

ARTICLE XXVIII

CEREMONIAL ACTIVITIES

- A. In the event that a police officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed police officers of the department to participate in the funeral services for the said deceased officer. This is provided that it does not interfere with Township police services.

- B. Subject to the availability of same as determined by the Chief, the Employer will permit a Department vehicle to be utilized by the members of the funeral cortege

- C. Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services.

ARTICLE XXIX

OFF-DUTY ACTION

Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the Force on his/her off time which would have been taken by an officer on active duty if present or available shall be considered police action, and the employee shall have all of the rights and benefits concerning such action as if he/she was on active duty, whether such action is taken within or outside of the territorial boundaries of the Township of Stillwater.

ARTICLE XXX

SAVINGS CLAUSE

It is understood and agreed if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be invalidated by operation of law or Court or other agency of competent jurisdiction, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE XXXI

PROBATIONARY EMPLOYEES

- A. The working test period, in accordance with New Jersey State Department of Personnel Rules and Regulations, shall not include any time served by an employee under provisional, temporary, interim, or emergency appointment. Law enforcement officers shall not begin their probationary/working test period until notification is received by the Township from the Police Training Commission of the successful completion of the police training course; or, if having successfully completed such a course, the work test period shall begin on the date of regular appointment. Prior to such regular appointment, the Township may dismiss an employee for any reason whatsoever and the provisions of §B below shall apply.

- B. The working test period shall be for a period of twelve (12) months of active service, except as listed below. The Township shall prepare an employee progress report at the end of six (6) months and a final report at the conclusion of the working test period, pursuant to New Jersey State Department of Personnel Rules and Regulations. Once the working test period is concluded, an employee will then be required to pay dues in accordance with Article XIX of this Agreement.

- C. An approved leave of absence shall extend the completion of the working test period for a period of time equal to the leave of absence.

- D. During the aforementioned probationary/working test period, the Township may discharge such employee for any reason whatsoever. An employee who is discharged during their probationary/working test period shall not have recourse to the grievance procedure as set forth in this Agreement. The Township shall have no responsibility for the re-employment of a newly engaged probationary employee if they are dismissed during their probationary/working test period.

- E. During a probationary/working test period, the employee will not receive any benefits that would normally accrue to a full-time permanent employee of the Township such as sick leave or vacation days as other provisions of this Agreement and but shall receive insurance coverage pursuant to the applicable insurance plan(s).

- F. If an employee is injured during their probation/working test period and is extended such leave of absence pursuant to Article IV herein, their probationary/working test period will be placed on hold and will recommence at the return of the employee from injury leave.

ARTICLE XXXII

DISCIPLINE

- A. The Township shall not discipline any member of this bargaining unit without cause. Cause shall include, but not be limited to:
1. Violation of any federal, state, county and/or local law or regulation, either by arrest, arraignment, indictment and or conviction;
 2. Conduct unbecoming a public employee;
 3. Neglect of duty;
 4. Failure to comply with the lawful directives of the Police Chief or designee;
 5. Incompetency, inefficiency or failure to perform duties;
 6. Chronic and/or excessive absenteeism or tardiness;
 7. Insubordination;
 8. Sexual harassment;
 9. Conviction of a crime;
 10. Abusing or destroying Township property;
 11. Possession of a weapon on township property for unlawful purposes;
 12. Disorderly or lewd conduct;
 13. Intoxication and/or possession of alcohol or a controlled substance on Township premises;
 14. Falsifying any Township documents or record, including an employment application;
 15. Misuse of public property, including motor vehicles;
 16. Sleeping and/or having sex while on duty; and,
 17. Violation of State and Township policy concerning drug and alcohol use.
- B. All disciplinary action taken by the Township will be in one (1) or more of the following formats:
1. Informal, private or oral reprimand by the Police Chief or designee;
 2. A written memorandum of censure by the Police Chief or designee with copies to the Township Committee, the employee and his personnel files;
 3. Suspension from duty with or without pay not to exceed five (5) working days by action of the Police Chief or designee;
 4. Suspension from duty without pay irrespective or time frame taken by action of the Township Committee of its designee;
 5. Demotion by action of the Township Committee or its designee or fine as set forth below. Demotion shall include, but not be limited to, a change in job title and/or loss of pay. A fine may be imposed as a form of restitution, in lieu of a suspension, where the employee has agreed to a fine as a disciplinary option. Said fine may be paid in a lump sum or installments, as determined by the Township. Dismissal from the Township's employ by action of the Township Committee or its designee.
 6. Dismissal from the Township's employ by action of the Township

Committee or its designee.

- C. 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.
- D. All documents in any way connected with an employee's disciplinary history shall be placed permanently in the employee's personnel file and may be viewed in accordance with the terms of this Agreement.
- E. Newly hired probationary employees may be separated from their employment by action of the Township Committee or its designee at any time without recourse from said employee.
- F. An employee who is terminated shall be entitled to payment for any unused vacation and sick benefit days.
- G. An employee may appeal a disciplinary action by means of the procedures set forth in Article XIX or as established by State law and/or New Jersey State Department Personnel Rules and Regulations.

ARTICLE XXXIII

OUTSIDE EMPLOYMENT

Employees shall be required to provide information to the Police Chief, as of the date of the execution of this Agreement and/or at any time thereafter the employee obtains/changes outside employment during the duration of this Agreement, that he is engaged in outside/off-duty employment. Such outside/off-duty employment should not, in the opinion of the Township Committee or designee, interfere with the employee's on-duty performance or the employee's availability to work in call-out situations.

ARTICLE XXXIV

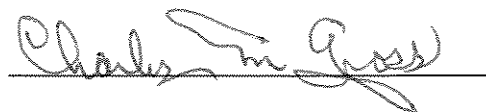
TERMS AND RENEWAL

This Agreement shall have a term from January 1, 2000 through December 31, 2002. If a successor agreement has not been executed by December 31, 2002, then this Agreement shall continue in full force and effect until the execution of a successor agreement. It is the responsibility of the PBA to notify the Township Committee that a change in contract is desired at least ninety (90) days before the termination of this contract.

IN WITNESS THEREOF, the parties hereto have set their signatures and seals at Stillwater Township, New Jersey on the 5th day of June, 2002

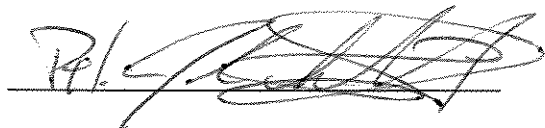
PBA LOCAL 138
(Stillwater Township Unit)

TOWNSHIP OF STILLWATER



ATTEST:

ATTEST:



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