

**COLLECTIVE BARGAINING AGREEMENT**

**-BETWEEN-**

**THE TOWNSHIP OF NORTH BRUNSWICK**

**-AND-**

**NORTH BRUNSWICK POLICEMEN'S**

**BENEVOLENT ASSOCIATION**

**LOCAL 160**

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**JANUARY 1, 2008 THROUGH DECEMBER 31, 2011**

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**PREAMBLE**

This Agreement made this first day of January, 2008 by and between the Township of North Brunswick, (hereinafter referred to as the "Township" or the "Employer") and the North Brunswick Policeman's Benevolent Association Local 160, (hereinafter referred to as the "Association" or the "Union").

**ARTICLE II**

**NON-DISCRIMINATION**

Neither the Employer nor the Association shall discriminate against any Employee because of race, creed, color, national origin, Association membership, activity or lack thereof or any other category protected by law.

**ARTICLE III**

**MUTUAL AID**

Employees, while rendering aid to another community while acting under lawful authority beyond the Township's territorial limits, shall be fully covered by Workman's Compensation and liability insurance and pension as provided by State Law.

**ARTICLE IV**

**COLLECTIVE BARGAINING PROCEDURE**

A. Collective bargaining with respect to conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties.

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

**ARTICLE V**

**SAVINGS CLAUSE**

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

**ARTICLE VI**

**DUES CHECK OFF**

A. The Township shall deduct dues from the wages of all personnel covered by this Agreement who have filed with the Township a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Association shall advise the Township of the fixed and standard dues of its members. The Township shall deduct a proportionate amount from the bi-weekly paycheck and deliver to the Association on the first of each month the previous month's dues collection.

B. The Association shall hold the Township harmless from any and all claims concerning such deduction after the Township has fulfilled its obligation in Section A.

C. The Township will implement a fair share representation fee equal to eighty-five (85%) percent of the Association's dues, initiation fees and assessments, which shall be withheld in accordance with the law. The Association represents that it has a "demand and return" system in place in accordance with applicable law.

D. The Association shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair share representation fees.



**ARTICLE VII**

**EMPLOYER RIGHTS**

A. The Employer reserves to itself sole jurisdiction and authority over matters of policy, subject only to the limitation imposed by the language of this Agreement in accordance with the applicable laws and Department Rules and Regulations as follows:

1. To direct ALL employees of the North Brunswick Police Department.
2. To hire, promote, transfer, demote, discharge or take other disciplinary action against Employees.
3. To relieve Employees from duty because of lack of work or for other legitimate reasons.
4. To maintain efficiency of the Township operations entrusted to them.
5. To determine the methods, means and personnel by which such operations are to be conducted.
6. To take whatever actions may be necessary to carry out the mission of the Township in situations of emergency.

B. No lockout of employees shall be instituted by the Township during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, or suggest any strikes, work stoppages, slowdowns, mass resignations, mass absenteeism or any other similar actions which would involve suspension of, or interference with the normal work of the Township.

C. In the event that Association members participate in such activities in violation of this Article, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any Employee participating in these prohibited activities may be disciplined by the Township.

**ARTICLE VIII**

**FEDERAL OR STATE LAW**

Nothing in this Agreement shall be interpreted to deprive any rights guaranteed to either the Employer or Employee by Federal and State law.

**ARTICLE IX**

**ASSOCIATION BUSINESS**

A. The Employer shall grant time off without loss of pay to the Association State Delegate and President to conduct Association business at the State and/or Local level and to attend monthly Association and State meetings and County and tri-County Conference meetings if he is scheduled for duty during the times of such meetings. If the meetings are scheduled during off-duty hours, the Delegate and the President shall receive one days' compensatory time for each meeting attended.

B. The Association President and two (2) designees shall be granted time off without loss of pay to attend meetings at mutually agreed times with the Employer's representatives and shall be granted similar time off to conduct Association business as per past practice. The Township or the Director of Police shall not deny a reasonable request of the Association President for such time off, provided such request does not violate the provisions of Article XXIX. The Association recognizes the right of the Employer to recall the officers to duty in case of emergency.

C. If scheduled for duty, the President and elected officers of the Association, the latter not to exceed two (2) in number, shall be excused for duty to attend monthly meetings of the Association within the Township limits. The Association recognizes the right of the Employer to recall the officers to duty in case of emergency.

D. Conventions

1. The Employer agrees to grant the necessary time off without loss of pay, including reasonable travel time, to the President and members of the Association selected as Delegates to attend any State or National convention of the New Jersey State

Policeman's Benevolent Association, but not more than three (3) officers and the President shall be so released, including the Delegate and two (2) alternates. If the convention falls on the President's day or days off, he shall receive one days' compensatory time for each day of attendance at the convention.

2. The leave shall be for a period inclusive of the duration of the convention with a reasonable time allowed to travel to and from the convention.

E. The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during scheduled duty hours without loss of pay. The parties recognize the right of the Employer to recall the officers to duty in case of an emergency.

**ARTICLE X**

**DISCHARGE OR SUSPENSION**

A. No tenured employee shall be discharged or disciplined without just cause. Minor discipline may be appealed through the grievance and arbitration provisions of this Agreement.

B. Probationary Employees: Employees who are hired after the execution of this Agreement may be terminated during their first 12 months of service with or without just cause.

ARTICLE XI

EMPLOYEE RIGHTS

A. The Employee shall have the right at all times to refuse to take a polygraph or other lie detector tests.

B. The Employer shall render decisions within one (1) month after the close of a disciplinary hearing concerning an Employee. If a decision is not rendered within the aforementioned time period, the decision shall be deemed to have been made in favor of the employee against whom the charge or charges have been brought.

C. Whenever a law enforcement officer is under investigation for an event which could lead to disciplinary action, demotion, loss of pay or dismissal, the investigation or interrogation shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the police officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.

2. The interrogation shall take place at headquarters unless otherwise waived by the police officer.

3. The police officer shall be informed of the name, rank and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under investigation shall be asked by and through one interrogator.

4. The law enforcement officer under investigation shall be informed in writing of the nature of the investigation prior to any interrogation.

5. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

6. The law enforcement officer under interrogation shall not be threatened with transfer, dismissal, or disciplinary action, but this shall not prevent the Employer from taking such action according to law.

7. A complete record either written, taped or transcribed may be made of the complete interrogation of the law enforcement officer, including all rest periods. A copy of the record shall be available to the officer or his counsel upon request for copying at his expense.

8. If the law enforcement officer under interrogation is under arrest, or is otherwise entitled as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

9. Anytime an officer is required to submit a written report detailing his/her actions, or knowledge of the actions of other officers, that request or order shall be written.

D. In the event an employee is the target of an investigation or has been served with formal charges or is the subject of an investigatory interview, at the request of the law enforcement officer under interrogation, he shall have the right to be represented by counsel and any other responsible representative of his choice who shall be present at all times during the investigatory interview, or interrogation unless waived by the law enforcement officer.

E. In the event an officer is to be subjected to a Hearing on Discipline Charges, such hearings shall be closed to the public unless the officer requests otherwise, subject to the provisions



of applicable law.

F. The Township agrees to provide each officer with full false arrest insurance at no cost to the officer.

G. The Township agrees that there shall be no unilateral changes in terms and conditions of employment or in any terms of this agreement during its term.

**ARTICLE XII**

**IN-SERVICE TRAINING**

A. In the event an officer is required to attend in-service training outside of his hours of duty, he shall be paid overtime if he is otherwise qualified for such payment.

B. The Employer may reschedule an officer's duty hours in order to allow attendance at training during working time, provided the officer is given a minimum of twenty-four (24) hours notice of such change

C. The Employer shall endeavor to provide equal opportunity for attendance at training.

D. Each officer working on the four-four schedule shall work twenty-five (25) hours of in-service training per contract year. Such training shall be conducted in minimum blocks of five (5) hours. For example, if an officer is scheduled for training at the range and such training lasts six (6) hours, the officer shall be deemed to have worked ten (10) hours; the one (1) additional hour shall be considered to be a block of five (5) hours. In-service training shall not be scheduled with less than seven (7) days notice.

**ARTICLE XIII**

**BULLETIN BOARD AND PBA OFFICE**

A. The Employer shall designate a bulletin board or portion thereof for the exclusive use of the Association.

B. The Association shall have the right to post material on such board on condition it is initialed by the Association President or his designee. The Association shall notify the Employer of the name of the Association President and his designee for this purpose.

C. The Association shall be provided with office space by the Township within the police department. The office space shall be substantially similar to the space used by the Association as of January 1, 2001.

**ARTICLE XIV**

**POLICE DEPARTMENT SAFETY**

A. There shall, every three (3) months, be a meeting between the parties to discuss matters of safety and equipment of concern to both parties.

B. Each party shall attempt to inform the other of subjects to be raised at such meetings in order to allow for preparation for productive discussions.

C. Meetings may take place at more frequent intervals if called by either party.

D. The Association shall be notified of any change in required equipment thirty (30) days before the effective date of implementation, where practicable.

E. A written request submitted by the Association for action on a matter of safety or equipment, will be acted upon or responded to in writing, within thirty (30) days of receipt of the request.

**ARTICLE XV**

**OUTSIDE EMPLOYMENT**

A. Officers may engage in other employment during off duty hours providing such occupation is not in violation of Federal, State or local law and providing such employment is not a conflict of interest with his primary employment as a police officer.

B. Each Officer shall provide written notice on a form supplied by the Department at least forty-eight (48) hours in advance of engaging in such employment where practicable.

**ARTICLE XVI**

**PERSONNEL FILE**

- A. There shall be a personnel file for each officer consisting of all personnel data concerning the officer.
- B. Each Officer shall have the right to examine said file during normal business hours in the presence of the Director of Police or his designee.
- C. The officer may have inserted in the Personnel File his written rebuttal or comments on any material contained therein.
- D. An officer may have any detrimental material removed from the Personnel file for just cause. The denial of such a request may be appealed by the officer through the Grievance Procedure to binding arbitration. Charges leading to conviction or discipline shall not be removed from the file.
- E. Civilian assistants may add data to the personnel files under the direction and control of the custodian of the personnel files.
- F. A log indicating the date, time and person reviewing the file shall be maintained in each file.

**ARTICLE XVII**

**GRIEVANCE PROCEDURE**

A. For the purpose of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate.

B. **DEFINITION:**

1. A grievance shall be defined as a complaint about the interpretation, application, or alleged violation of policies, a term of this Agreement, or administrative decisions affecting any police officer or group of police officers.

2. Grievances not arising from an alleged violation of this Agreement (those involving alleged violations of policies or administrative decisions) may not be processed to binding arbitration.

C. The following constitutes the sole and exclusive procedure for the settlement of any matter constituting a grievance and shall be followed in its entirety unless waived in writing by the parties. However, the Employee or the Association shall be entitled to file any grievance at the lowest possible level that a remedy granting relief of that grievance may be obtained.

1. **STEP ONE**

An employee with a grievance shall, within fifteen (15) working days of the occurrence or event giving rise to the grievance, or within fifteen working day of when the employee first learns of the occurrence or event giving rise to the grievance, informally discuss the matter with his Division Commander. The Division Commander shall have three (3) days to respond or resolve the grievance.

2. **STEP TWO**

In the event the grievance is not resolved at Step One, the grievant shall have seven (7) working days from the completion of Step One within which to appeal the matter in writing to the Director and/or the Chief of Police. The Director of Police shall have seven (7) working days to respond in writing to the grievance, from the date of receipt of same.

3. **STEP THREE**

In the event the grievance is unresolved at Step Two, then the Association and only the Association may appeal the matter to arbitration, no later than fifteen (15) working days after the response of the Director of Police or the Chief. In the interest of harmonious labor relations, the Association shall have the right to discuss the grievance at hand with the Township Business Administrator, after Step Two and before filing for arbitration, in an attempt to resolve same. The Association shall not be required to do so, but if it chooses to do so, it will not affect the time limitations set forth. The arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission. The expense of the arbitrator shall be borne equally by both parties, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for its presentation.

(a) It is agreed that no arbitration hearing shall be held until after the expiration of thirty (30) days after the decision by the Director of Police. It is the parties' intent that an officer electing to pursue arbitration shall waive his right of appeal to the Department of Personnel or an officer appealing to the Department of Personnel shall waive the option to pursue Arbitration.

(b) The Association shall have the right to have a representative present at



all meetings concerning a grievance at all Steps of the Procedure.

(c) The Association shall have the right to designate one (1) representative who shall have the right to attend and represent the grievant and/or Association at any meetings during any Step of the Procedure without loss of pay.

(d) The Steps and time limits of this Procedure may be waived by mutual written agreement of the parties.

(e) No response at any Step of the Procedure shall be deemed a denial entitling the grievant or the Association to proceed to the next Step.

(f) The Association shall have the right to file grievances directly with the Director of Police at Step Two, without the necessity of processing the grievance through Step One.

(g) All grievances resolved shall be reduced to writing and copies forwarded to the Mayor and Council.

(h) Association Grievance Representatives

(1) Accredited representatives of the Association may enter Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter the Township facilities or premises, it will request such permission from the appropriate Township authorities, and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the Township business or normal duties of employees.

(2) The Township hereby agrees that when the Association representatives request in a format that is deemed as public information and/or the furnishing of said

information is covered by the terms of this agreement, within forty-eight (48) hours after the request is made, exclusive of weekends, it shall furnish such information.

(i) The arbitrator or arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. The arbitrator shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding.

(j) The Employee or the Association shall be entitled to file any grievance at the lowest possible level that a remedy granting relief of that grievance may be obtained.

**ARTICLE XVIII**

**HEALTH, LIFE AND DENTAL INSURANCE BENEFITS**

**A. HEALTH INSURANCE**

1. All present medical health insurance programs shall be continued in effect, except that it is understood that the Township shall have the right to substitute carriers on two conditions:

a. The benefits provided by the carrier shall be the same or substantially the same as presently provided.

b. The Township shall meet with the Association to discuss the change of carriers prior to the implementation of the decision.

2. The Township shall pay the premium cost for said insurance for all employees and their dependents:

a. who have retired on a disability pension;

b. who have retired after 25 years or more of service credit in a state or locally administered retirement system and a period of service of up to 15 years with the Township at the time of retirement; except that, Officers that are hired through the Department of Personnel Lateral Transfer Program need only have twenty-five (25) years of service credit in a State or Locally administered retirement system to be eligible for benefits for themselves and their dependents;

c. who have retired and reached the age of 65 years or older with 25 years or more service credit in a State or locally administered retirement system and a period of service of up to 15

years with the Township; or

- d. who have retired and reached the age of 62 years or older with at least 15 years of service with the Township.

The Township shall make said payments until such date as the retiree is eligible for full Medicare coverage at which time the Township's obligation hereunder shall cease. In the event of the death of such retiree the Township shall continued to provide such coverage to dependents for a period of thirty-six (36) months from the date of death. Subject to approval by the health insurance carrier said dependents may opt to remain in the group and the dependents shall pay the Township's rate as set by the carrier.

**B. LIFE INSURANCE**

All present life insurance programs will be continued in effect for the duration of this Agreement including all benefits provided by the North Brunswick Township Group Insurance Policy.

**C. DENTAL INSURANCE PROGRAM**

1. For each year of this Agreement, the Township shall contribute up to Four Hundred and Thirty Five Dollars and Thirty Six Cents (\$435.36) or each single employee without dependents and Four Hundred Seventy-Six Dollars and Sixty-Four Cents (\$476.64) for each single employee with dependents for the purchase of dental insurance coverage as per past practice. The employee shall continue to pay any additional cost for the program over that sum.

2. It is specifically understood that the Township's total and complete financial responsibility for premium payment each year under this Agreement shall be as stated above.

3. The parties shall continue to administer the plan as per past practice.

4. The Township further agrees to make the appropriate payroll deductions for

any cost above the aforesaid amount which an employee may authorize for dependent coverage.

5. It is understood that the Township has and will pay any premium increases.

D. Full benefits under this section shall be continued for an Officer's dependents, in the event an Officer is killed in the line of duty.

E. For employees hired prior to the execution of this Agreement, the Township agrees to continue, at no cost to said employees, the present Hospital - Surgical - Major Medical Plan.

F. The Township agrees to provide a Prescription Benefit Plan for employees and their dependants. Employees will have no other cost other than the following prescription co-pays.

	<u>Generic</u>	<u>Formulary</u>	<u>Non-Formulary</u>
EFF. 1/1/08	\$5.00	\$20.00	\$35.00
EFF. 1/1/09	\$8.00	\$23.00	\$38.00
EFF. 1/1/10	\$8.00	\$23.00	\$38.00
EFF. 1/1/11	\$8.00	\$23.00	\$38.00

If no generic equivalent exists for a prescribed formulary or non-formulary drug, the co-payment shall be the generic co-payment.

If a doctor establishes a medical need in writing that an employee or dependant requires the use of a formulary or non-formulary drug for medical purposes, in lieu of a generic equivalent drug, the employee shall only pay the generic co-payment for the formulary or non-formulary.

Mail order prescriptions filled for 90 days will include co-payments at 2 times the co-pay for individual prescriptions.

G. Except as modified herein, the Township agrees to maintain dental and prescription plans with benefits substantially similar to the levels contained in the prior collective bargaining agreement.

**ARTICLE XIX**  
**COMPENSATION**

A. The salary schedule for the years 2008, 2009, 2010, and 2011 are set forth in Schedule A, attached hereto. All salary increases shall be added to base salary. Base salary shall include clothing allowance, weapon incentive, longevity and educational incentive but shall not include on-call pay.

B. For the purposes of computing annual increments, either January 1 or July 1 shall be used as the anniversary date. The choice of either January 1 or July 1 will be determined by which of these dates is closest to the actual date of employment.

C. Longevity payments to all members of the bargaining unit shall be calculated using the base salary of that individual officer, which includes clothing allowance, weapon incentive and educational incentive and any other monetary compensation. Excluded from calculation of longevity payments are on-call pay and holiday pay.

D. For all officers hired after January 1, 1996, longevity payments shall commence on the first day of the 8th year of employment at 4.0% and shall increase annually by 0.5% until a maximum longevity payment of 12.5% is achieved in the 25th year of employment.

E. Clothing allowance and weapons incentive, longevity, educational incentive, and any other monetary compensation, except on-call pay, shall be included for the purpose of calculating the base rate of pay for overtime and straight-time purposes.

F. Whenever it is necessary to calculate an hourly rate for any employee covered by this Agreement, the hourly divisor shall be 1,950 hours per year.

**ARTICLE XX**

**LONGEVITY**

A. In addition to the officer's salary the following longevity schedule shall apply and be paid as hereinafter fixed and determined. Such longevity pay shall be considered part of the employee's salary for the purpose of retirement and disability benefits and the computation of overtime and holiday pay.

<b><u>AT THE BEGINNING OF:</u></b>	<b><u>PERCENT OF BASE SALARY</u></b>
5th year of service	2.5%
6th year of service	3.0%
7th year of service	3.5%
8th year of service	4.0%
9th year of service	4.5%
10th year of service	5.0%
11th year of service	5.5%
12th year of service	6.0%
13th year of service	6.5%
14th year of service	7.0%
15th year of service	7.5%
16th year of service	8.0%
17th year of service	8.5%
18th year of service	9.0%

19th year of service	9.5%
20th year of service	10.0 %
21st year of service	10.5%
22nd year of service	11.0%
23rd year of service	11.5%
24th year of service	12.0%
25th year of service	12.5%

B. For all employees hired after the execution date of the 1996 Agreement, entitlement to longevity shall commence on the first day of the 8th year of employment and shall proceed according to the schedule set forth in paragraph A, above, thereafter.



**ARTICLE XXI**

**OVERTIME**

A. Any officer working over their scheduled hours during a consecutive 24-hour period commencing with the start of the shift will be compensated at time and one-half pay on the individual's hourly rate at the time.

B. Any officer called for duty other than their regular shift shall receive time and one-half based on the individual's hourly rate. If an officer is called in and there is no work available, he shall be paid a guaranteed minimum of four (4) hours pay at the overtime rate.

C. The need for an officer to be on call shall be set forth in writing and shall be issued at the discretion of the Department Head or his designee.

1. Weekend Call. For every forty (40) hours that an officer is required to be on call they shall receive one (1) day (consisting of ten (10) hours) pay in addition to their regular pay and regardless of any overtime payments. For the purpose of this section, weekend on call status shall mean the assignment to stand on duty which, under the schedule in effect as of this date, is from 2300 hours, Friday, through 1500 hours the following Sunday.

2. Weekday Call. Employees who serve in positions that are routinely placed on weekday on-call status shall receive a stipend in the amount of \$3,000 per year, which shall be pro rated if such assignment is for a period of less of the calendar year. For the

purposes of this section, weekday on call status means the assignment to stand by duty which, under the schedule in effect as of this date, is 1500 hours Sunday through 2300 hours the following Friday. Officers, under this section, shall be paid on call pay quarterly or annually at their option. Those officers no longer required to be on call shall be paid no later than 30 days from the last on call assignment.

D. The parties have agreed upon a procedure for the administration of overtime for Patrol, CAD and Special Details, which is set forth in Schedule C.

**ARTICLE XXII**

**VACATIONS**

**A. EARNED VACATIONS**

Officers shall be entitled to vacations, based on length of service in accordance with the schedule set forth in Schedule B, attached hereto.

**B. PAY DURING VACATIONS**

All vacations shall be granted at the annual salary rates of the individual.

**C. SCHEDULING VACATION**

The Director of Police shall allocate vacation periods in order to assure orderly operation and continuous service, but will grant vacations so far as possible in accordance with the desires of the officers by seniority in rank. Vacation requests submitted between January 1st and April 15th will be granted on a seniority basis and, thereafter, they will be granted on a first-come-first-serve basis.

**D. RESCHEDULED VACATIONS**

Officers shall take their vacations at the scheduled time; however, different periods of vacation may be taken if mutually acceptable to the Director of Police and the officer. In the event of inability to agree on a mutually acceptable rescheduled vacation and where the officer is required by the Director of Police to work during his vacation period, or if the officer wishes to work during his vacation period, then in addition to his usual pay, he shall receive vacation pay in lieu of vacation.

**E.** Cashing in of vacation time will be permitted at the discretion of the Township governing body and will be on an equal basis for all officers.

**ARTICLE XXIII**

**HOLIDAYS**

A. Every police officer employed by the Township shall be entitled to thirteen (13) paid holidays as follows:

- |                      |                      |
|----------------------|----------------------|
| 1. New Year's Day    | 8. Labor Day         |
| 2. M.L King Birthday | 9. General Election  |
| 3. Good Friday       | 10. Veteran's Day    |
| 4. Memorial Day      | 11. Thanksgiving Day |
| 5. Independence Day  | 12. Christmas Day    |
| 6. Easter Sunday     | 13. Columbus Day     |
| 7. President's Day   |                      |

B. Any officer working a Holiday, whether scheduled or not scheduled, will receive regular salary plus an additional fourteen (14) hours pay at their regular rate. Any officer not schedule to work the Holiday will receive regular pay plus eight (8) hours pay if they are assigned to an eight (8) hour scheduled or ten (10) hours pay if they assigned to a ten (10) hour schedule.

C. There shall be no pyramiding of overtime.

D. For those assigned to the Patrol Division, the holiday shall be observed for the 24-hour period of the actual holiday. For those assigned to Monday through Friday schedules, if the holiday falls on a Saturday it shall be observed on the preceding Friday. If the holiday falls on a Sunday, it shall be observed on the succeeding Monday.

E. Officers called to work on a Holiday shall receive the same overtime compensation as those regularly scheduled to work on holidays. For example, if an officer is not regularly scheduled

to work on a holiday, but is called to work, instead of being paid at the rate of 1.75 times the base hourly rate, the officer shall be paid at the rate of 2.25 times the base hourly rate for all hours worked.

F. If an employee is on-call, holidays which occur during the on-call period shall be credited on the day the holiday is actually celebrated on the calendar and not the date on which the Township celebrates the holiday. For example, if Christmas falls on a Sunday and an officer is on-call, and the Township closes on Monday to celebrate the holiday, Sunday shall be deemed the holiday for the on-call officer.

G. Effective and retroactive to January 1, 2001, payment for thirteen (13) holidays shall be included in each officer's regular pay.

ARTICLE XXIV

CLOTHING ALLOWANCE

A. The cost of initial clothing and equipment for a new officer shall be paid, in full by the Township. In addition, the Township shall purchase and furnish a new officer with one service weapon which shall be in proper working order. Said weapon shall be returned to the Township upon termination of the officer's employment, in proper working order.

B. Thereafter, an annual allowance of \$1750.00 shall be given to each officer for the purposes of:

1. Maintenance of clothing and equipment;
  2. Maintenance of the weapon;
  3. For ammunition costs for training and practice with the off-duty weapon;
- and
4. For carrying the off-duty weapon.

Such allowance shall be paid in full in the second pay period in January of each calendar year.

C. If an officer, while in the performance of his duty, destroys part of his uniform, the Township shall replace the item upon approval of the Director of Police.

D. Hardware items, such as weapons, holsters and belts, handcuffs and cases, night sticks, safety helmets, badges and mace, shall be purchased and supplied by the Township and replaced as necessary and/or if damaged in the line of duty.

E. Notwithstanding any of the provisions of this article, in the event a new type of article of clothing or equipment becomes regular issue, then, if the use of the new equipment is initiated by

the Township, the expense of the initial issue shall be borne by the Township and if the new type of equipment is initiated by the Association, then the expense of the initial issue shall be borne by each officer.

F. The Township shall be obligated to reimburse a police officer for his personal property lost or damaged during the performance of his duty. Reimbursement shall be limited to a maximum of \$200.00 per item. Examples of such personal property are: wristwatch, glasses, etc. This limitation shall not apply to police equipment or uniform that, if lost or damaged during the performance of duty, shall be replaced or reimbursed in full.

G. Vouchers shall be submitted sufficiently in advance of April 1 to permit payment of the clothing allowance on or before that date.

ARTICLE XXV

EDUCATION INCENTIVE

A. Any officer who attends school for the purpose of obtaining police education or any degree in Police Science shall have the cost of books and tuition paid for in full by the Township. The tuition shall be unlimited per year and a prescribed program for college credits shall remain in effect. In order for an officer to be eligible for payment of tuition cost under this Article, a course of study must be submitted in advance for approval. Payment shall be made by the Township pursuant to the schedules established by the various colleges. It is understood that any officer who fails a course or withdraws without good cause must reimburse the Township for such costs incurred for such course. The parties shall meet to determine time lines for application, approval and payment as required by each college so that this procedure shall not deprive the officer of the education opportunity.

B. Any officer hired on or after January 1, 2008, shall be eligible for the cost of books and tuition paid for by the Township as prescribed in Paragraph A, only during the first 12 years of their employment with the Township. After twelve years of employment with the Township, the Township's obligation to pay such costs ends.

C. Any officer attending an approved Police Academy or other Police Academy or other Police Training School (technical), other than Basic Training School shall maintain his regular salary.

D. Any member of the Police Department who is required to attend a Police School or training facility other than college courses or basic Police Training will be reimbursed at the current IRS rate per mile both to and from such schooling within one (1) calendar month from the date of his



submission of travel.

E. Each officer shall be entitled, as additional compensation, to \$20.00 per credit accumulated in an accredited school of higher learning (after High School). These monies shall be paid equally during the course of the calendar year by inclusion in the officer's normal salary payment. Such compensation shall not exceed, however, the sum of Two Thousand Five Hundred Dollars (\$2,500.00) for any calendar year, and shall be payable upon presentation to the Township Committee of a proper certification from the institution attended by said member setting forth the number of credits completed.

**ARTICLE XXVI**

**COURT TIME**

A. In the event an officer is required to appear in any court outside of normal duty hours in a matter arising out of and in the course of his employment, he shall be paid one and one-half times his base hourly rate for all hours.

B. The officer shall be required to report to the municipal building for such duty in a reasonable amount of time prior to the reporting time set by the court to allow for travel. Return travel shall be similarly compensated, as in paragraph A, above.

C. Officers shall promptly report the service of a subpoena, if served other than at the Department.

D. Overtime shall be paid for any appearance in a court or agency as defined in Section A above.

E. An officer shall be paid a minimum of 4.0 hours overtime at the time and one-half rate in the event the officer must report back to work for any court appearance.

F. The parties agree that the officer shall be reimbursed at the current IRS rate per mile when required to use their own vehicles for work-related transportation.

**ARTICLE XXVII**

**TEMPORARY LEAVES OF ABSENCE**

A. Three (3) days' leave per incident shall be allowed for death of any member of the immediate family. Immediate members of the family are defined as spouse, father, mother, father-in-law, mother-in-law, brother, sister, child, grandparents and relatives of the officer residing in his household. For aunts, uncles, nephews, nieces, brothers and sisters-in-law, and daughters and sons-in-law, officers shall receive one (1) days' leave per incident.

B. Forty (40) hours per year shall be allowed for personal reasons. Application to the Director of Police for personal leave shall be made at least three (3) days in advance (except in case of emergency) and granted except for good cause. Applicants for such leave shall not be required to state the reason for taking such leave under this section, except for the day preceding or following a holiday.

C. SICK LEAVE.

1. Number of Days.

An officer is entitled to eight (8) hours sick leave for each calendar month of service from the date of appointment to December 31st of each year. Thereafter, one hundred and twenty (120) hours of paid sick leave shall be granted each year.

2. Sick leave shall accumulate during each officer's tenure.

3. At any time during the calendar year, each employee shall have the option of "selling back" to the Township at the then current rate of pay up to eighty (80) hours of unused sick leave days provided that employee will have at least 210 hours remaining in his sick leave bank. If an Officer elects to "sell back" sick time pursuant to this section, the Township must pay said

employee the amount due in the second pay period following submission of the "sell back" notice.

4. Provided the Township has available funds, an employee who "sells back" sick time pursuant to paragraph 3, above, may also, at his option, "sell back" to the Township, at any time during the calendar year, unused sick time available at the rate of 50% of his then current rate of pay. The employee must maintain, however, a minimum sick bank of 210 hours. If an employee elects to "sell back" sick time pursuant to this section, the Township must pay said employee the amount due in the second pay period following submission of the "sell back" notice.

5. An Officer who calls off duty as sick may only be required to submit to a physical examination on one of three cases:

- a. where the officer has been out on sick leave for five consecutive days.
- b. where the officer seeks to return to duty following a work related injury, or
- c. where the Township has reason to believe that there has been an abuse of sick leave in accordance with civil service law.

It is the intent of the parties that the standards established by Civil Service shall be used in this area.

6. An officer shall not be required to submit a doctor's report of an illness or injury at the officer's expense.

7. An officer sent to a Township doctor while off duty shall be paid overtime for the time spent traveling to and from and while at the doctor's office.

8. The Township may only require physical testing for drug use in cases where there exists probable cause to believe that there has been improper drug use. Application of this standard shall be in accordance with applicable court decisions, laws and New Jersey Attorney General guidelines relating thereto.

9. When an employee retires, he shall be entitled to payment for all unused sick time at 75% of his current rate of pay.

**ARTICLE XXVIII**

**GENERAL PROVISIONS**

A. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

B. This collective bargaining agreement shall be deemed to be a complete and final settlement of all issues outstanding between the parties.

C. This Agreement shall be retroactive to January 1, 2008 except where otherwise expressly provided herein.

D. This Agreement shall remain in effect until December 31, 2011.

**ARTICLE XXIX**

**THE WORK SCHEDULE**

A. Unless otherwise provided herein, the employees shall work a four/four schedule consisting of four consecutive ten (10) hour days on-duty followed by four consecutive days off duty. The shift hours shall be 0700-1700, 1200-2200, 1600-0200, 2130-0730. Except in a bona fide emergency, the Association and affected officer(s) shall receive a minimum of seventy-two (72) hours' written notice of all schedule changes.

B. For the purpose of providing safe working conditions for employees, there shall be not less than:

1. Five (5) patrolmen on the first and second shifts and at least one (1) supervisor;
2. Four (4) patrolmen on the third shift and at least one (1) supervisor; and
3. Seven (7) patrolmen on the power shift and the overlap between shifts and at least one (1) supervisor. If the Township does not implement the 1200-2200 shift, there shall be eight (8) patrolmen on the power shift and the overlap between shifts and at least one (1) supervisor.
4. Whenever the full staffing on the first and second shift is fulfilled as specified in subparagraph 1, above, all excess patrolmen may elect, at their option, to take a vacation day.

C. Should it become necessary, due to the occurrence of a special community event to increase the manpower, in order to provide coverage for said event, the following procedure shall be utilized:

1. The reason, date and time of the event, as well as the number of additional officers needed to cover said event, shall be posted in an attempt to secure volunteers to fill the

necessary manpower slots. This posting shall be done at least two (2) weeks prior to the event. Those officers volunteering shall be compensated at the rate of one and one-half times in compensatory time only. Volunteers shall be utilized in order of seniority.

2. Should sufficient volunteers not be available forty eight (48) hours before the event, the Township shall immediately secure the needed manpower from the Department overtime list in accordance with the present overtime call procedure. It is agreed that volunteers from the original posting will remain in slots for compensatory time only, and all of the remaining unfilled slots will be filled from the Department Overtime List. The Department Overtime List shall be paid at a rate of time and one-half the regular rate of pay.

3. Should sufficient volunteers not be available, the Township may order officers in the inverse order of seniority. However, those officers shall be compensated, at their option, at one and one-half times the regular rate of pay.

4. It is understood and agreed that no solicitation of volunteers by any superior officer shall take place. If solicited the officer so involved shall be compensated in accordance with Section 2 above.

5. Volunteers may be taken from any division. However, those employees ordered to work shall be ordered from the patrol division first. Once that pool of employees is exhausted, then employees from other divisions may be ordered to work.

D. Shifts shall be selected once per annum and selection shall be based on seniority. The Director shall have the right to assign any officer with less than one (1) year seniority as the Director sees fit.

E. The Detective Bureau and Juvenile Bureau shall work a four/three schedule consisting

of four days on duty followed by three days off duty. All detectives assigned to the four/three schedule whose regularly scheduled day off falls on a holiday (e.g., Monday through Thursday detectives with Friday off) shall receive 10 hours schedule adjustment time for each such day. The schedule adjustment time shall be used and applied consistent with the terms of this Agreement and past practice. Detectives shall select their shifts by overall Department seniority.

The hours employed for each non-patrol group are set forth in paragraph F, below.

F. For the Detective Bureau, Juvenile, Traffic Safety, and the desk officer, 7:00 a.m. to 5:00 p.m. and 2:00 p.m. to 12:00 a.m.

Those officers assigned to the Juvenile Bureau shall work 7:00 a.m. to 5:00 p.m. and 2:00 p.m. to 12:00 a.m. Overtime arising from this assignment shall be assigned to these officers.

Overtime for call-ins or which goes beyond the regular workday and which require the special skills of a Traffic Officer (e.g., fatal accidents) shall be assigned to these officers. All other overtime (e.g., resulting from the absence of a Traffic Officer) shall be distributed according to the patrol overtime procedure set forth in Schedule C.

Those officers assigned to the Narcotics/Anti-Crime Bureau may be required to work a flexible schedule in the discretion of the Director. Overtime arising from this assignment shall be assigned to these officers.

Those officers assigned to the Motorcycle Unit shall work such hours as ordered by the Director to coincide with the four on four off schedule.

In addition to the foregoing, the Director of Police shall have the authority to create temporary task forces. Assignment to such task forces shall be at the Director's discretion. However, no such assignment shall last more than four consecutive weeks in any six (6) month period. Such



assignments shall also be consistent with an officer's schedule. For example, if an officer is working the four -- four schedule, he shall remain on the four -four schedule while assigned to a task force.

In addition, the Director of Police shall have the authority to change the Detective, Juvenile, Traffic Safety and Narcotics Bureaus shifts to the four/four schedule or four/three schedule. The Director may not implement such change unless he provides the Association with seventy-two (72) hours written notice prior to implementation.

Holiday compensation for the above, except the Motorcycle Unit, who shall be paid as other officers on the four on four off schedule, shall be as follows:

1. Thirteen (13) days of pay at ten (10) hours taken as the holidays fall, and
2. 152 hours of schedule adjustment time given each year taken as additional paid time off.

G. If an employee is previously granted a contractual day off and said employee is called to work an overtime call in assignment and, subsequently said employee accepts said overtime call in assignment, he/she shall be paid at the rate of one and one-half times the regular rate of pay for all time worked.

H. Employees may laterally switch shifts with another employee working the same hours on the opposite side (e.g., A side switching with the B side). Employees may also switch shifts on with another employee working a different shift on the same side under the following conditions:

1. The switch must be a minimum of one (1) full tour of duty; and
2. An employee may not switch more than four (4) tours in a six (6) month period.

I. The Township shall issue the yearly work schedule by December 15th of each year



**ARTICLE XXX**

**NO WAIVER**

Except as otherwise provided in this Agreement, the failure to enforce any provision of the Agreement or otherwise exercise one's rights pursuant thereto shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

ARTICLE XXXI

SIGNATURE PAGE

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this


19<sup>th</sup> day of September, 2008.

FOR THE ASSOCIATION:



DANIEL CANO, President

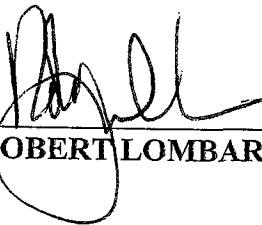
FOR THE TOWNSHIP:



FRANCIS ("MAC") WOMACK III, Mayor



Milvi Weiner- Deputy Clerk



ROBERT LOMBARD, Bus. Admin.

**SCHEDULE A**

<b><u>STEP</u></b>	<b><u>2007</u></b>	<b><u>2008</u></b>	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>
ACADEMY	\$32,038	\$33,288	\$34,586	\$35,796	\$37,049
REMAINDER YR. 1	\$35,882	\$37,282	\$38,736	\$40,092	\$41,495
BEGIN YR. 2	\$48,199	\$50,079	\$52,032	\$53,853	\$55,738
BEGIN YR. 3	\$53,915	\$56,018	\$58,202	\$60,239	\$62,348
BEGIN YR. 4	\$59,632	\$61,958	\$64,374	\$66,627	\$68,959
BEGIN YR. 5	\$65,346	\$67,895	\$70,543	\$73,012	\$75,567
BEGIN YR. 6	\$71,063	\$73,835	\$76,714	\$79,399	\$82,178
BEGIN YR. 7	\$76,779	\$79,773	\$82,885	\$85,786	\$88,788
BEGIN YR. 8	\$82,495	\$85,712	\$89,055	\$92,172	\$95,398

**SCHEDULE B**

The following vacation schedule shall apply to members of the bargaining unit.

<b><u>LENGTH OF SERVICE</u></b>	<b><u>VACATION DAY(S) ALLOWED:</u></b>
Less than one (1)	eight (8) hours of vacation for each completed month of service up to ninety-six (96) hours.
Start of year 2 to completion of 4 years	112 hours
Start of year 5 to completion of 9 years	136 hours
Start of year 10 to completion of 15 years	152 hours
Start of year 16 to completion of 18 years	192 hours
Start of year 19 to completion of year 20	200 hours
Start of year 21 to completion of year 22	208 hours
Start of year 23 to completion of year 24	216 hours
Start of 25 years and thereafter	224 hours

## SCHEDULE C

### OVERTIME PROCEDURE

#### A. CAD Overtime:

1. Only CAD trained personnel are eligible for CAD overtime.
2. CAD overtime shall be assigned on a seniority basis, and such assignments shall rotate to insure equitable distribution.
3. The accumulation of overtime hours, for the purposes of measuring equitable distribution, shall be quarterly. Each quarter shall commence a new accumulation period.

#### B. Patrol Overtime:

1. Except as provided herein, Patrol overtime shall be distributed to personnel assigned to the Patrol Division.
2. The Department shall maintain overtime lists for the "A" and "B" Patrol assignments (hereinafter referred to as the "A Side" and "B Side", respectively).
3. Overtime in Patrol shall be assigned on a seniority basis, and such assignments shall rotate to insure equitable distribution according to the following procedure:
  - a. If the A Side is on duty, overtime shall be assigned to the B Side.
  - b. If no B Side personnel are available, the overtime shall be offered to personnel on the A Side list.
  - c. This same procedure shall apply for when the B Side is on duty.
4. The Department shall also maintain a "C" list for Patrol overtime assignments.
  - a. The "C" List shall consist of all personnel not assigned to the Patrol Division.

b. The Department may only resort to the "C" List if no A Side and B Side personnel are available for overtime. However, prior to doing so, the Township shall first split the overtime opportunity and assign it to the next available "A" or "B" Side officer. The split shall be based on the number of hours that the officer is available to work based on the 24 hour period limitations.

5. The accumulation of overtime hours, for the purposes of measuring equitable distribution, shall be quarterly. Each quarter shall commence a new accumulation period.

a. For purposes of equitable distribution, CAD overtime shall be applied against Patrol overtime for the "C" List.

b. However, Patrol overtime assignments to CAD personnel on the "C" List shall not count against CAD overtime.

6. Traffic Officer Overtime:

a. The Department agrees to provide to the Association on a quarterly basis, a list of all Patrol personnel who will be used to perform traffic investigations.

b. All call-ins for traffic investigations shall be on a seniority basis, and such call-ins shall rotate to insure equitable distribution.

c. For purposes of equitable distribution, traffic investigation call-ins shall be applied against Patrol overtime.

7. Task Force Overtime:

a. Except as provided below, Task Force overtime is limited to the



members of the specific Task Force.

b. If no Task Force member is available for overtime, the assignment shall be made in accordance with the procedure set forth in paragraph B, above.

c. For purposes of equitable distribution, Task Force overtime shall be applied against Patrol overtime.

8. Special Event Overtime

a. The Township shall maintain a separate list for special event overtime.

b. Special event overtime shall not be included in the regular patrol overtime list and shall not be charged against any other overtime.

c. Any task force which is created in more than two (2) consecutive years shall be converted to a special event and overtime shall be assigned pursuant to this section.

d. All special event overtime shall be assigned by seniority on a rotating basis.

e. The accumulation of overtime hours, for the purposes of measuring equitable distribution, shall be yearly. Each year shall commence a new accumulation period .