

AGREEMENT

BETWEEN

PLAINSBORO TOWNSHIP

and

PLAINSBORO PBA

LOCAL 319

JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

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(TY)

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PREAMBLE

This agreement entered into this _____ day of _____, 2020, by and between the Township of Plainsboro, in the County of Middlesex, a Municipal Corporation of the State of New Jersey (hereinafter called the "Township"), and Plainsboro Township Policemen's Benevolent Association, PBA Local No. 319 (hereafter the "Association"), represents the complete and final understanding on all bargained issues between the Township and the Association.



ARTICLE I
RECOGNITION

A. The Township hereby recognizes the Association as the sole and exclusive representative of all full-time police officers employed by the Township, excluding all officers above the rank of Corporal, for the purpose of collective bargaining and all activities and processes relative thereto.

B. It is the intention of the parties that this Agreement be construed in harmony with the PERC Act as amended, the laws of the State of New Jersey, the Ordinances and policies of the Township and the Rules and Regulations of the Township Division of Police.

C. Any condition of employment not directly addressed by this Agreement shall be governed by the ordinances and policies of the Township and the Rules and Regulations of the Plainsboro Township Division of Police.



ARTICLE II
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 the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

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

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote or take any other appropriate disciplinary actions against any employee for just cause according to law.



6. Nothing contained herein shall prohibit the Township from contracting out any work.

7. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, code of conduct as contained within the Rules and Regulations of the Police Department and practices in the furtherance therewith; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and hereby 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 R.S. 40A: 1-1 et. seq., or any national, state, county or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

A handwritten signature or set of initials, possibly 'G', enclosed in a circular scribble.

ARTICLE III

MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Association member shall entitle the Township to invoke any lawful remedy which may include:

1. Withdrawal of Association Recognition
2. Such activity shall be deemed grounds for termination of employment of such employee or employees.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned, or from supporting any such activity by any other employee or group of employees of the Township, and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliances with the Association order.



D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach by the Association or its members.



ARTICLE IV

GRIEVANCE PROCEDURE

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

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

C. With regard to an employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees from the interpretation, application or violation of the terms and conditions of employment. With regard to the Township, the term "grievance" as used herein means a complaint or controversy over the terms and conditions of employment. The work day shall be defined as one in which all Township offices are open to conduct business.

D. 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 Association shall institute action under the provisions hereof within ten (10) work days after the event giving rise to the grievance has occurred. The written grievance shall contain the relevant facts, copies of all correspondence relating to the matter in dispute, the applicable section of this contract violated, the remedy requested by the grievant and a summary of any preceding discussions between the employee and the immediate supervisor for purposes of resolving the matter informally. Failure to act within the ten (10)

days shall be deemed to constitute an abandonment of the grievance. The Chief of Police shall respond in writing to the grievance within ten (10) working days of the submission.

Step Two: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Township Administrator within five (5) work days thereafter. This presentation should include copies of all previous correspondence relating to the matter in dispute. The Township Administrator shall respond in writing to the grievance within twenty (20) work days of the submission.

Step Three: Within seven (7) work days of the Administrator's decision, the Association may apply to the New Jersey Public Employment Relations Commission ("PERC") for binding arbitration. Alleged violations of this Agreement may be submitted to arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of the PERC. Simultaneously, with application to the PERC, the Association will send notice to the Township of its arbitration petition.

- a. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
- b. The decision of the Arbitrator shall be binding upon the Township and the Association and the employee.
- c. The parties may direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

- d. The costs for the services of the Arbitrator shall be borne equally by the Association and the Township. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- e. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, detract from, or modify in any way the provisions of this Agreement or any amendment or supplement thereof.
- f. Only one (1) grievance at a time may be submitted to arbitration.

E. Upon prior notice and authorization of the Chief of Police, one designated Association Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. The decision on a grievance at any step shall rely on the material presented. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.



G. Reasonable disclosure will not be withheld involving any correspondence from either party providing it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself.



ARTICLE V

SALARIES & LONGEVITY

A. See attached Appendix A for Salaries

Employees shall be paid biweekly.

The following longevity schedule shall be implemented:

	<u>Hired prior to</u> <u>1/1/12</u>	<u>Hired after</u> <u>1/1/12</u>
1. Commencement of seventh year to commencement of eleventh year	\$2,650.00	\$1,325.00
2. Commencement of eleventh year to commencement of sixteenth year	\$2,950.00	\$1,475.00
3. Commencement of sixteenth year to commencement of twentieth year	\$3,250.00	\$1,625.00
4. Twenty years on	\$3,550.00	\$1,775.00

B. Longevity shall be based upon the above schedule and shall become part of base pay for all purposes including pension. Longevity shall be separately identified for payroll purposes.

C. Pay rates shall be computed based upon 2080 hours worked per calendar year:

1. Hourly rate: annual salary plus longevity divided by 2080.
2. Overtime rate hourly rate x 1.5.



ARTICLE VI

HOURS OF WORK AND OVERTIME

A. Overtime shall be paid for all work performed in excess of the prescribed work day or work week at the rate of one and one-half (1-1/2) times the computed hourly rate. Permanent full-time employees shall not be paid overtime until said employees shall have worked beyond the hours prescribed. The work day shall be defined as the day on which the officer reports for his assigned shift.

1. Employees who do homework for a training class they may be attending shall not be eligible for compensation under the provisions of this article.

2. When personnel are in the police basic training class, they shall not be eligible for overtime pay.

B. The Patrol Division of the Department shall work a 12-hour day consisting of a rotation of two (2) consecutive days on duty followed by two (2) consecutive days off duty, three (3) consecutive days on duty followed by two (2) consecutive days off duty and two (2) consecutive days on duty followed by three (3) consecutive days off duty with shifts beginning at 0600 hours and 1800 hours. Special Services and Administrative units shall work an 8.5 hour day consisting of five (5) consecutive days on duty, Monday through Friday with weekends off. The Township may schedule the officers for eight hour tours for training purposes when needed. If the Township can demonstrate a pattern of a problem with coverage or the need to assign employees to work more than 16 consecutive hours in order to attain proper coverage, the Township shall be able to revert to the 8 hour shift schedule as per Article VI paragraph b of the January 1, 2003 through December 31, 2004 agreement. This issue shall be subject to an

expedited arbitration review in advance of implementation.

1. With respect to forty (40) hour days, unit members must use two (2) twelve (12) hour compensatory days per quarter.

C. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the immediate supervisor. The reasons for the granting of overtime shall be noted on the time report and certified by the Chief of Police.

D. Overtime shall be computed and payment made on the following basis:

1. Fifteen (15) minutes or less - no pay
2. Sixteen (16) through thirty (30) minutes - half (1/2) hour pay
3. Thirty-one (31) through sixty (60) minutes - one (1) hour pay.
4. Time cards shall be used to determine actual time worked.

E. Working hours and daily schedules of employees will be arranged to fit the needs of the Township. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Township demands such work. In administering the requirement to work overtime, the Township will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

F. Employees who perform overtime duties at Township events or extracurricular events shall receive the rate specified in paragraph A. Employees who work at non-Township events sponsored by Plainsboro community organizations shall be paid Sixty dollars (\$60.00 per hour). Employees who work at assignments for private businesses shall be paid seventy-five dollars (\$75.00 per hour) effective upon signature of contract. Employees given less than twenty-four (24) hours' notice shall be paid an additional Ten Dollars (\$10) to the base rate.



Supervisory employees acting in such capacity shall be paid an additional Five Dollars (\$5) per hour to the base rate. Employees shall be paid a minimum of four (4) hours. Employees who work in excess of eight (8) hours per day for the same person shall be paid one and one-half (1-1/2) times the rate for hours worked in excess of eight (8) hours.

G. Employees recalled for overtime work excluding court work which is not contiguous with the front or backside of the employee's work day shall be entitled to a minimum of four (4) hours' pay. These provisions shall not apply when there is a declared emergency or general callback.

H. The Township reserves the right to assign extra duty based upon inverse seniority.

I. The Chief agrees not to place any employees on stand-by status except in cases of emergency as defined by State Statute.

J. Employees assigned to Special Services (Detectives, Juvenile Officers, Traffic Officers, Community Policing) may elect, at their option, to receive overtime compensation in the form of compensatory time in lieu of cash payments. Compensatory time shall be earned at the rate of time and one-half. Compensatory time may be banked to a maximum of one hundred (100) hours. All hours banked shall have already been calculated at the overtime rate. Payment from the bank would therefore occur at the regular hourly rate. Payment from the bank will be limited to a maximum of forty-eight (48) hours. Compensatory time off shall be granted with prior approval, provided it does not affect the efficient operation of the Department. Approval shall be granted by the Chief of Police or designee.

1. Upon reassignment, resignation, retirement, or death, all compensatory time shall be paid in cash to the employee or his beneficiary at the rate of pay existing at the time



of separation. A log containing each employee's accumulated compensatory time shall be maintained by the Township. Employees may schedule an appointment to inspect their log during normal business hours of the Police Department.

2. All Officers assigned to the Patrol Division shall be allowed to maintain a bank of up to 100 hours of compensatory time. Officers shall be allowed to use compensatory time if such use will not cause overtime. However, officers shall remain on-call for up to 2 hours prior to a shift in order to be eligible to use compensatory time. Employees may telephonically request comp time and shall not be required to physically report to headquarters in order to request compensatory time. Comp time may be taken in hourly units by all employees. Twelve (12) hours of each employee's "40-hour day time" may be taken in individual hourly units. However, such utilization of said time in hourly units cannot be pre-scheduled and approved. The remaining balance of each employee's "40-hour day time" shall be utilized in "full-day blocks (i.e. 8.5 hours of 12 hours, depending upon the officer's assigned schedule). Compensatory time may be used in 1 hour increments or more for all bargaining unit members. Compensatory time shall be granted by seniority.

K. All officers shall receive an additional thirty six (36) hours of paid time off per year to be taken in a manner to be agreed upon by the Chief and PBA.

L. The employer agrees to give the individual employees ten (10) days' notice of any schedule change, except in case of emergency.



ARTICLE VII

DETECTIVE ON-CALL

A. One detective will be available on an "on-call" basis 24-hours per day, 7 days per week. This responsibility will be divided among those officers assigned to the Detective Bureau and the on-call status will be rotated among Detectives weekly.

B. On-call responsibilities will commence at 0000 hours Sunday and will terminate the following Sunday at 0000 hours. The rotation among officers will be pre-determined and a schedule for that rotation, including contact information, will be maintained by Central Communications.

C. The on-call Detective will be provided the use of an unmarked police car for the week he/she is on call.

D. The on-call Detective is not to be utilized for filling short patrol shifts unless offered overtime via the rotating log. Policies detailing an order to report for duty to cover shortages, based on inverse seniority.

E. At the completion of each on-call rotation week, the assigned Detective will receive one day off, to be scheduled through the Detective Bureau Supervisor.



ARTICLE VIII

VACATIONS

1. Forty (40) hours in first calendar year after six (6) months' continuous service.
2. Completion of one (1) year through completion of five (5) years 128 hours
3. From completion of five (5) years through completion of fifteen (15) years 184 hours
4. From completion of fifteen (15) years through completion of twenty-five (25) years 240 hours

A. All vacation time shall be used in the current year except that an employee can carry over one week of unused vacation into the ensuing year which must be scheduled and used by the end of March of the ensuing year.

B. Employees must submit vacation preferences by December 30th of each year. Failure to timely submit such request shall result in the employee receiving leftover vacation time pursuant to General Order #1.7 Section 2(B) & (C). Timely requests for the same vacation shall be resolved by seniority. All vacation requests received on or before December 30th, shall be deemed to have been received simultaneously. Requests for full shifts shall receive priority. Vacation requests received after December 30th, shall be dealt with on a first come first serve basis.

C. When an employee requests permission to use an individual vacation day or part thereof, the chief's decision to grant such days shall be subject to existing manpower conditions.

D. A vacation period of one work shift must be taken at one time. Vacation periods of more than one (1) work shift may be taken in consecutive weeks upon approval by the Chief of Police, provided that the Chief of Police may limit employee's vacation to two (2) consecutive work shifts if, in the opinion of the Chief, a longer vacation would be disruptive to the



functioning of the Department. Employees may take up to five (5) vacation days as “floating” days.

E. Any employee who is on a leave of absence (i.e., injury leave or Workers’ Compensation or unpaid leave) shall have his vacation leave for the year prorated for the time absent.

F. Changes in the scheduling of vacations will not be permitted without the prior approval of the Chief of Police.

G. If, for any reason, an employee’s vacation is canceled or not taken as scheduled, the vacation shall be rescheduled at a time agreed upon by both the Chief of Police and the employee.



ARTICLE IX

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Employee Laws 1974 and any successor changes in the state law governing Public Employees of the State of New Jersey, in a good faith effort to reach agreement. Such negotiations shall take place in accordance with Article XXXIII.

B. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the Township Committee and the members of the Association for ratification, decision or vote. Any agreement of the parties in negotiation will be reduced to writing and will become binding for the period of agreement upon ratification.



ARTICLE X

DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Employees Law of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Township Treasurer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change, and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association, signed by the President of the Association, advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Administrator.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Administrator. The filing of a withdrawal notice shall be effective to halt deductions in accordance with N.J.S.A. 52: 14-15.9e, as amended.

F. The Association 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 reason of, action taken by the Township in reliance upon salary deduction authorization cards as



furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association signed by the President of the Association advising of such changed deduction.

A handwritten signature or set of initials, possibly 'TJ', enclosed within a hand-drawn circle.

ARTICLE XI

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed three (3) work days.

In the case of death of current spouse and/or child, such leave shall not exceed ten (10) work days.

B. The "immediate family" shall include only grandparents, brothers, sisters, parents, father-in-law, or mother-in-law.

C. Reasonable verification of the event may be required by the Township.

D. Such bereavement leave is not in addition to any holiday, vacation leave or compensatory time off falling within the time of the bereavement.

E. An employee may make a request of the Chief of Police, or designated representative, for time off to extend funeral leave or time off to attend a funeral separate and distinct from funeral leave, which approval shall not be unreasonably withheld. Any time taken under this paragraph shall be charged to vacation time, holiday time, or leave without pay.



ARTICLE XII

INSURANCE

A. The parties agree to switch to the State Health Benefits Plan as soon as practicable. In the meantime, the current levels of said coverage shall remain in full force or effect. The Township will continue to provide the current level of dental insurance through Delta Dental.

B. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.

C. All employees with less than 20 years of service as of June 28, 2011 will pay Chapter 78 contributions during retirement provided Chapter 78 requires or a subsequent law requires such a contribution. The Township will provide current medical insurance to retired employees, their spouses and eligible dependents, up to age 26 at no cost to the employee, spouse, and eligible dependents. The retired employees must have 25 years of service in PFRS along with the 20 years of service with the Township. Retired employees must certify in writing on a yearly basis that they do not have substantially similar coverage from subsequent employment and/or spousal coverage. Should the employee have either of the aforementioned, the Township payment for retiree health benefits will cease. Should the employee/spouse lose coverage, the employee shall be eligible to re-enroll in the Township plan, immediately so as to avoid any break in coverage. If the employee is COBRA eligible, the Township shall pay the cost of COBRA until the employee is enrolled in the Township plan.

D. The Association President shall be provided with a copy of the master contract for each policy held by the Township.



E. The Township, at the discretion of the Township Committee, may continue to provide current medical insurance to an employee and spouse if such employee retires on a “Accidental Disability” pension from the Police and Fireman’s Pension System.

F. The Township dental plan will cover composite resin restorations on all teeth (both posterior and anterior) during this contract period, effective January 1, 2021 through December 31, 2022.



ARTICLE XIII

HOLIDAYS

A. All employees shall receive credit for one hundred twenty (120) hours of holiday time off with pay. The holidays shall be designated by the Township Committee annually.

B. Any employee who is on leave of absence (i.e., injury leave, Workers' Compensation, or other unpaid leave) shall not be eligible for additional paid holidays which fall during the employee's leave of absence (i.e., injury leave, Workers' Compensation, or other unpaid leave.)

C. Employees not electing to take holidays on regular time shall have the option of taking a lump sum payment for up to sixty (60) hours in the first pay period in June and/or taking a lump sum payment for any or all remaining holidays in the first pay period in December of each year. Employees wishing to take such payment shall notify the Chief of Police at least thirty (30) days prior to the end of the pay period they desire their holiday pay. All employees must announce by October 1st whether holidays will be taken as pay or time off.

D. Employees may use three (3) floating holidays, as personal time. Use of personal time must be approved in advance by the Chief. The Chief shall not be arbitrary and capricious in making such a decision. Once declared a personal day, such holiday cannot be cashed in for pay.



ARTICLE XIV

MILITARY LEAVE

Military Leave shall be governed by all applicable laws.

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ARTICLE XV

LEAVE OF ABSENCE

Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward the request to the Township Administrator. The Township Administrator will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Township Committee. Such leave of absence shall not be deemed to be part of the term of employment.

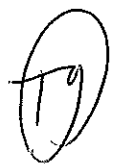


ARTICLE XVI

PROBATIONARY PERIOD

A. All employees hired during the term of this Agreement shall serve a probationary period of one (1) year from the date of graduation from the Police Academy. During this probationary period, the Township reserves the right to terminate a probationary employee for any reason. An employee if terminated shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Chief of Police, up to an additional one hundred eighty (180) days.

B. Employees hired with previous police experience and who are certified by the New Jersey State Police Training Commission as police officers shall serve a one (1) year probation from their date of hire.



ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



ARTICLE XVIII

BULLETIN BOARDS AND OFFICE SPACE

A. The Township shall permit the Association to have its own bulletin board located in Police Headquarters for the posting of notices concerning the Association's business and activities. All such notices placed on said bulletin board shall be signed by the President or other authorized officer of the Association. The Chief of Police may remove from the bulletin board any material which is deemed obscene or patently offensive. Such material shall be promptly returned to the President along with the reason(s) for such removal. Removal of material under this section is grievable through Step 2 of the Grievance Procedure. The decision of the Township Administrator shall be binding and final.

B. The Association will be provided space in the new Police Headquarters to perform solely union activities. The Association will be responsible for all purchases for this space (i.e., wall partitions, desks, chairs, file cabinets, faxes, telephones, typewriters, etc.). Any individual seeking to use this space during his/her workday must secure permission of the Chief of Police or his designee.



ARTICLE XIX

MUTUAL AID

Employees, while rendering aid to another community at the direction of their superiors, are fully covered by Workers' Compensation and Liability Insurance and Pension as provided by State Law, provided that the employee is acting in accordance with Departmental policies.

Handwritten initials "TM" enclosed in a circle, located in the bottom right corner of the page.

ARTICLE XX

PHYSICAL EXAMINATION AND TESTS

A. The Township shall provide, through a physician of Township choice, a complete and comprehensive yearly physical examination at no cost to the employee.

B. The Township shall continue to administer a fitness examination semi-annually. Upon attaining a score of "Superior" as specified in General Order #1.5, an employee shall receive a monetary bonus of Three Hundred (\$300) Dollars per test. If a participant achieves a score of "Exceptional" as specified in General Order #1.5, the employee shall receive a monetary bonus of Four Hundred (\$400) Dollars per test.

C. The provisions of both Paragraphs A and B are mandatory.

ARTICLE XXI

UNIFORMS AND EQUIPMENT

A. The Township shall continue to provide, maintain and clean all uniforms and other apparel as required by the Chief of Police. The Township shall continue to provide all other equipment required by the Chief of Police. Officers assigned to plainclothes duty shall be attired in accordance with Section 3:3.7 of the Rules and Regulations.

B. Association members shall be issued a municipal cell phone at no cost to the members. Personal cell phone reimbursement will be terminated once municipal phones are activated.



ARTICLE XXII

PERSONNEL FILE

A. Derogatory Material

No derogatory material concerning an officer's conduct, service or character shall be placed in his personnel file unless the officer has been given an opportunity to review the material. The officer shall acknowledge that he has been given the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The officer shall also have the right within seven (7) calendar days of such opportunity to submit a written response to such material for attachment to the file copies as part of the permanent record.

B. Personnel File

Each officer shall have the right, upon request and approval of the Township Administrator, to review the contents of his/her personnel file. Each officer shall be entitled to have a representative of the Association accompany him/her during such review. A representative of management shall be present during all personnel file reviews. A member shall be entitled to make copies of any materials in the file.



ARTICLE XXIII

OUT OF CLASS ASSIGNMENT

Any employee designated to act in a capacity or rank superior to that which he is assigned permanently for more than twenty-seven (27) consecutive days shall be paid at the lowest rate of pay for that superior rank for all hours so worked in that capacity.



ARTICLE XXIV

SENIORITY

A. Seniority is defined as an employee's continuous length of service with the Township, beginning with his/her latest date of hire.

B. Seniority shall commence and become fixed on the date of hire.

C. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate.

D. Loss of Seniority:

Continuous service for seniority purposes shall be broken for any of the following reasons:

1. Discharge for just cause.

2. Voluntarily quitting employment.

3. Failure to report as required following the expiration of an approved leave of absence, unless the employee has a justifiable reason for his/her inability to report.

4. Absence from work without reporting for three (3) consecutive working days unless reasonable and satisfactory excuse for not having notified the Township is presented.

E. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills, abilities, and job title to perform whatever work may be available.

F. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skills, abilities and job title for the work available. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment.



G. In all applications of seniority under this policy where ability to perform work and physical fitness are equal as determined by the Township, seniority shall be given preference in promotions, demotions, layoffs, recalls, vacation scheduling and work shifts.

H. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for illness or injury as defined by the sick leave section of this contract certified by a physician and not in excess of one (1) year.


I. For the purposes of determining the amount of vacation and longevity payments due an employee, seniority shall include employment with the Township plus previous full-time continuous employment with the State of New Jersey or any political subdivision or school district in the State. Employees hired after January 1, 1992 shall have their seniority under this section determined by their length of service as a sworn police officer only.



ARTICLE XXV

DISCHARGE OR SUSPENSION

No employee shall be disciplined, discharged or reduced in rank or compensation without just cause.



ARTICLE XXVI

PBA RIGHTS

A. Upon prior notice to and approval of the Chief of Police, or his designated representative, the Township shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during duty hours of the members.

B. The Township shall grant leave of absence with pay to employees who are duly authorized representatives of an employee organization and affiliated with the New Jersey Policemen's Benevolent Association to attend any State or national convention of the organization, provided, however, that no more than 10 percent of the employee organization's membership shall be permitted such a leave of absence with pay, except that no less than two and no more than 10 authorized representatives shall be entitled to such leave. 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, provided that such leave shall be for no more than seven days. A certificate of attendance at the convention shall, upon request, be submitted by the representative so attending.


C. The Township shall grant one day off without loss of pay, to one representative of the Association to attend not more than one of the following: State P.B.A. monthly meetings, Tri-County P.B.A. meetings, Local Associations Meetings, or County P.B.A. meetings per month. Effective upon ratification by the parties, PBA leave may be used in full day or 4 to 6 hour blocks. The Township shall grant up to two days (to be used in full day or 4 or 6 hour blocks of time) per year to the PBA Union President to attend a PBA sponsored function/training/seminar, without loss of pay. The PBA Union President shall notify in writing



the Police Chief or his designee that the President such will be attending a PBA sponsored function/training/seminar 14 calendar days prior to the function, and shall be accompanied by a documentation letter from the sponsor, on sponsors letterhead. As a result of the Plainsboro PBA President attending PBA function(s) it shall not cause overtime. The Chief or his designee reserves the right to deny the day, if prior to the event it becomes apparent that such granting will cause overtime.

D. The Association and its representatives shall have the right to use the Municipal Facilities at all reasonable hours for meetings. The Township Administrator shall be notified in advance of the time desired for all such meetings. Upon approval of the Township Administrator a space will be allocated. The Association shall not displace any official meetings of the Township Government whether scheduled or special. Meetings shall not be attended by an on duty officer.

E. For the purpose of this Article, the Township, in its sole discretion, may require verification of attendance at Association functions including, but not limited to, airline tickets, hotel receipts or conference programs.



ARTICLE XXVII

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Township or by any of its agents against the Association or against the employees represented by the Association because of membership or non-membership or activity or non-activity in the Association. Nor shall the Township discriminate in favor of, or assist, any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Township nor the Association shall discriminate against any employee because of race, color, religion, creed, sex, political affiliation, age or national origin. The Township will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.



ARTICLE XXVIII

WORK INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within twenty-four (24) hours thereof to the Chief of Police or designated representative.

B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.



ARTICLE XXIX

SICK LEAVE

A. Policy

Sick leave shall mean paid leave that shall be granted to an employee who:

1. Through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the employee's position;

2. Is quarantined by a physician because the employee has been exposed to a contagious disease;

3. Has need to visit a medical professional during the work shift. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday. In such cases, sick leave may be charged in 1/4 working-day units;

4. Has a member of the immediate family (child, spouse, parent or relative residing in the employee's household) with an illness which requires the employee to stay home or to take the relative to receive medical care. Circumstances other than those listed within this paragraph 4 will be reviewed by the Administrator on a case-by-case basis.

B. A day, for purposes of sick leave, shall be equal to the normal number of hours worked by the employee.



C. Eligibility

Each full-time employee and part-time employee shall be eligible for sick leave. The Personnel Officer shall notify each employee at the time of hiring as to eligibility for sick leave.

D. Amount of Leave

1. Each full-time and part-time employee who is eligible for sick leave shall receive one hundred four (104) hours per calendar year earned on a monthly basis (8.67 hours per month). No paid sick leave shall be taken during the first three (3) months of employment.

2. Sick days shall not be charged for a scheduled holiday occurring during extended sick leave.

E. Reporting

1. If an employee is absent from work for reasons that entitle him/her to sick leave, the department head or supervisor shall be notified within two (2) hours of starting time, or a reasonable time in the case of an emergency, on each day of absence.

2. The employee reporting sick leave shall notify the supervisor of:

a. The telephone number where the employee may be contacted during sick leave;

b. The expected duration of sick leave, if known.

3. The supervisor shall record this information on the appropriate sick leave form.

4. Failure to notify the department head or supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent and fails to notify the department head or supervisor could be subject to dismissal.



F. General

1. Habitual absenteeism may be cause for discipline up to and including discharge.

2. During protracted periods of illness or disability of an employee, the Administrator may require interim reports on the condition of the patient from the attending physician and/or a Township medical physician.

3. The Administrator reserves the right, in such cases where there is a difference of professional opinion, to require the employee to submit to an examination by a third doctor at Township expense.

4. When under medical care employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

a. No employee shall be allowed to work and endanger the health- and well-being of other employees and, if the employee's condition warrants, the employee may be directed to the Township physician for an opinion as to fitness for duty.

b. Sick leave with pay shall not be allowed under the following conditions:

i. When the employee under medical care fails to carry out the orders of the attending physician.

ii. When, in the opinion of the Township medical physician, the employee is ill or disabled because of self-imposed contributory causes or actions.

iii. When, in the opinion of the Township medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.



iv. When the employee does not report to the Township physician, as directed.

5. In charging an employee with sick leave the smallest unit to be considered is one-half (1/2) a working day.

6. Once sick leave is exhausted, an employee is classified "unpaid sick" and all other aspects of this sick leave policy remain in effect.

7. Once sick leave is exhausted, an employee may be eligible to receive state or federal disability payments, including Social Security. Any employee applying for disability benefits is required to furnish proof of application to the Township along with proof of receipt or denial of such benefits.

G. Sick Leave Confinement Restriction

If an employee is absent for reasons that entitle the employee to sick leave or the employee is on a Workers' Compensation leave because of an injury sustained during his/her employment, the employee shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in question, with the following exceptions:

1. To report for medical attention, doctor's office or hospital.
2. To engage in the exercise of his/her right to vote or attend religious services.
3. If an emergency necessitates his/her absence.
4. The supervisor may visit the employee who is on sick leave or Workers'

Compensation leave at his/her residence or place of confinement. Such visits shall be recorded on the sick leave form.

5. The supervisor may telephone the employee who has reported off on sick



leave or is on Workers' Compensation leave at his/her place of confinement during the scheduled workday(s).

H. Leave of Absence as a Result of Injury in the Line of Duty.

When an employee covered under sick leave policy is injured in the line of duty, the Township shall provide the employee with a leave of absence for up to one (1) year with take home pay equal to that which would be provided to the employee if the employee continued working at regular pay without overtime, holiday, or other pay. When such action is taken, the employee shall not be charged any sick leave for time lost due to such particular injury.

I. Sick Leave Incentive Plan.

1. If an employee has accumulated three hundred twelve (312) hours of sick leave as of December 31st, then the next year he/she has the option of selling back to the Township, at the rate of Thirty-Five (\$35) Dollars per day, any sick leave accumulated over three hundred twelve (312) hours.

2. If an employee used thirty-two (32) or fewer sick hours in a calendar year, he/she will be paid a "bonus" at the rate of fifteen dollars (\$15.00) per day for every unused sick day earned that calendar year. The "bonus" does not reduce the total accumulated sick days.

3. At separation, an employee with five (5) or more years of service with the Township is entitled to twenty-five (25%) percent of accumulated sick leave at their current rate of pay; with ten (10) or more years of said service, an employee is entitled to fifty (50%) percent of accumulated sick leave at their current rate of pay. Maximum cash benefit from sick leave at retirement or separation shall be Twenty Thousand (\$20,000.00) Dollars.

4. Permanent part-time employees shall be eligible for the sick leave incentive plan on a prorated basis.



J. Maximum Sick Leave Accumulated

The maximum number of accumulated sick leave shall be one thousand forty (1,040) hours. Once an employee attains one thousand forty (1,040) hours, he/she shall not be permitted to accumulate additional sick days but must "sell back."

K. Conversion

Employees shall be credited all accumulated sick leave time earned as of January 1, 1992.

L. Resiliency Day

One working day of annual banked sick time can be used for a resiliency day. The purpose of a resiliency day off is to allow for: 1. mental coping time, 2. healthy behaviors to enhance well-being, 3. engaging in healthy social networks to promote optimal relationships, or 4. strengthening beliefs, principles, or values to sustain and promote an individual's sense of health and purpose. Resiliency day cannot be carried over into the following year and must be used in the year it is earned, and must be taken as a full day. When calling-in to take a resiliency day, it must be within 2 hours of starting time and must be identified as resiliency day to the supervisor at the time of the call-in. All other reporting requirements under the contract will remain in effect except, the employee is not required to stay house-bound but must carry out any of the four aspects of a resiliency day listed above. Only one officer of each division per shift can utilize a resiliency day. Approval will be based upon a first come first serve basis. Resiliency days may not be scheduled in advance and may not be used on Township holidays. Management reserves the right and management discretion to eliminate the Resiliency day program for efficiency, abuse or for causing overtime.



ARTICLE XXX

CONTINUING EDUCATION

A. The Township agrees to reimburse each permanent regular member of the Police Department for tuition. Courses must lead to a degree in criminal justice, police science, public safety, public administration, law or other course of study approved in advance by the Administrator. The Township will only provide reimbursement for one bachelor's and one master's degree per permanent member of the Police Department in the fields listed above.

B. Reimbursement shall be at 75 percent in 2020, 85 percent effective January 1, 2021, and 90% effective January 1, 2022, of the per credit rate (inclusive of tuition, books, fees, materials, etc.) paid at the conclusion of each course, provided that the employee receives a grade of C or better.

C. The employee must have been an employee of the Township for at least one (1) year.

D. An employee who receives a degree must remain with the Township for five years after the degree is received. If he/she leaves employment prior to the five year term period, for each year less than five years, the employee must reimburse the Township 20 percent of the total cost of tuition.

For example, if the cost of the degree was \$20,000, and the employee leaves after the second year, the employee would owe the Township \$12,000. The amount of payback, if any, will be prorated. If a permanent regular employee takes classes before he/she receives a college diploma, and decides to leave employment with Plainsboro, the employee must repay the Township. For each class taken, 20 percent of the cost per class per employee will be forgiven per year, and will not need to be paid back to the Township. The amount of payback, if any will

be prorated.

E. All requests for tuition reimbursement shall be submitted to the Police Chief for review, planning and approval prior to the school year. For the term of this contract (January 1, 2020 - December 31, 2022), the Township will annually budget \$40,000 for permanent regular members of the Police Department for tuition reimbursement.



ARTICLE XXXI

PAYROLL SAVINGS PLAN

The Township shall provide for the deduction from each paycheck of an amount to be specified by each individual employee for direct deposit, into a banking institution possessing an “ABA” number as specified by the employee, in a savings account or tax sheltered annuity.



ARTICLE XXXII
ACCIDENT POLICY

Under no circumstances shall an employee be required to reimburse the Township in any manner for any of the following: motor vehicle accident deductibles, repairs to Township vehicles or property, or loss of time due to injury or accident.



ARTICLE XXXIII

FULLY-BARGAINED AGREEMENT

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

B. The Township agrees not to make any unilateral changes in the negotiable terms and conditions of employment.



ARTICLE XXXIV

DURATION

This Agreement shall be in full force and effect as of January 1, 2020 and remain in effect to and including December 31, 2022 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Plainsboro Township, New Jersey, on this ____ day of _____, 2020.

PLAINSBORO PBA LOCAL 319

TOWNSHIP OF PLAINSBORO

BY _____
Thomas Newbon, President

Township Clerk
Township of Plainsboro



SCHEDULE A

SALARY SCHEDULE

For Officers hired after 1-1-12

<u>Patrol Officer</u>	<u>Effective 01/01/20</u>	<u>Effective 01/01/21</u>	<u>Effective 01/01/22</u>
Date of Hire to Completion of Academy	\$52,725	\$53,779	\$55,124
Step 1 Completion of Academy to Completion of Probation	\$59,253	\$60,438	\$61,949
Step 2 Completion of Probation to Anniversary of Hire	\$65,782	\$67,097	\$68,775
Step 3 Anniversary of Hire	\$72,310	\$73,756	\$75,600
Step 4 Anniversary of Hire	\$78,840	\$80,417	\$82,427
Step 5 Anniversary of Hire	\$85,368	\$87,075	\$89,252
Step 6 Anniversary of Hire	\$91,898	\$93,736	\$96,079
Step 7 Anniversary of Hire	\$98,426	\$100,394	\$102,904
Step 8 Anniversary of Hire	\$104,955	\$107,054	\$109,730
Step 9 Maximum	\$111,482	\$113,712	\$116,554
 <u>Corporal</u>			
First Twelve Months	\$114,909	\$117,207	\$120,137
After Twelve Months	\$116,281	\$118,607	\$121,572

