

Prepared: March 8, 2005

AGREEMENT

BETWEEN THE

TOWNSHIP OF HAMILTON
MERCER COUNTY

AND

SUPERIOR OFFICERS ASSOCIATION

JULY 1, 2003 THROUGH JUNE 30, 2008

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ARTICLE I

PREAMBLE

This Agreement entered into on this _____ day of _____ 2005 between the Township of Hamilton, County of Mercer and State of New Jersey, hereinafter referred to as "Township", and the Superior Officers Association, hereinafter referred to as the "Association", has as its purpose the promotion of harmonious relations between the Township and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work and other conditions of employment; and further, to promote the morale and protect the rights and privileges, well-being and security of Association members.

ARTICLE II

DEFINITIONS

1. "Employer" means the Township of Hamilton.
2. "Association" means Superior Officers Association.
3. "Employee" means any sworn Superior Officer of the Township holding the rank of Sergeant, Lieutenant or Captain.
4. "Emergency" means any situation which jeopardizes the public health, benefit, safety and welfare, as defined by State Law or Township Ordinance; and requires alteration of scheduled work hours, shifts, and/or personnel assignments.
5. "Chief" means the Chief of Police of the Township of Hamilton.
6. "Immediate Family" means spouse, children, parents, grandparents, brothers or sisters, mother-in-law, father-in-law, spouse's brothers and sisters, son-in-law and daughter-in-law.
7. "Day" means a calendar day of twenty-four (24) hours.
8. "Grievance" means any dispute, complaint, problem, issue or question arising with respect to conditions of employment or Township - employee relations

of any type of nature or kind whatsoever within the authority of the Chief of Police or his delegates, or to those he delegates authority to act and any and all disputes arising under the Grievance Procedure in Article VIII.

9. "Tour Day" means any twenty-four (24) hour period beginning at 8:00 a.m. one calendar day and ending 7:59 a.m. the next following calendar day.

10. "Longevity" means years of service in the Police and Fire Retirement System.

ARTICLE III

ASSOCIATION RIGHTS

1. ASSOCIATION RECOGNITION

The Township hereby recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all Sergeants, Lieutenants and Captains for the purpose of establishing salaries, wages, hours, and other conditions of employment.

2. ASSOCIATION BUSINESS

(a) The Township agrees to grant the necessary time off without loss of pay, benefit or time for a member of the Association, designated by the Association, to attend any State or National convention of the New Jersey State Policemen's Benevolent Association.

(b) The Association and the Township recognize that conventions and labor relation training programs or seminars are in the best interest of the Association and citizens of Hamilton Township and, where possible, attendance by Employees should be allowed.

(c) Such time off shall not exceed an aggregate of ten (10) days per year.

ARTICLE IV

NO STRIKE CLAUSE

The employees agree to comply with the existing laws of the State of New Jersey prohibiting public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the Township.

ARTICLE V

MANAGEMENT RIGHTS

1. The employees recognize that areas of responsibility must be reserved to the Township to serve the public effectively. Therefore, the right to manage the affairs of the Township and to direct and schedule the working forces and operations of the Township is vested and retained by the Township, exclusively, except as otherwise limited by law or the terms of the Agreement.

2. The management and the conduct of the business of the Township, the scheduling and direction of its working force, and the disciplining of employees for just cause are the exclusive rights of the Township, except as otherwise limited by statute or the terms of this Agreement.

3. The employee shall have the authority to consolidate the operations of two (2) or more units and to reorganize the operations within a unit or division subject to any contrary provisions of this Agreement.

ARTICLE VI

ASSOCIATION DUTIES

Prohibiting Practices - Neither the Association nor any employee shall engage in any of the following practices:

a. Restrain or coerce any employee in exercise of any rights granted under this Agreement.

b. Cause or attempt to cause an employee to discriminate against another employee because of the employee's membership or non-membership in any Township or employee organization or attempt to cause the Township to violate any rights of the employee.

c. Discriminate against any employee because he has signed or filed an affidavit, petition, or complaint or any other form of process, or given any information or testimony alleging violations of this Agreement.

d. Discriminate against any employee covered by this Agreement because of race, sex, creed, color, age, national origin, religion, affiliation, association, or non-association; or discriminate in the application or interpretation of the provisions of this Agreement or to discriminate against any employee wherein such discrimination is prohibited by any laws of the State of New Jersey or of the United States.

e. Discriminate against any employee who has filed a grievance pursuant to Article VIII of this Agreement or any other Article of this Agreement.

f. Initiate, authorize or participate in any strike.

ARTICLE VII

MANAGEMENT DUTIES TO THE UNION

1. The Township shall provide the following materials to every employee:

a. A copy of the special orders, general orders, training bulletins and rules and regulations, and new Township ordinances where potentially applicable to police operations.

b. A copy of this Agreement for all employees.

2. The Township shall not engage in the following practices:

a. Interfere with, restrain and/or coerce any employee in the exercise of rights granted in this Agreement.

b. Dominate, interfere with, or assist in any manner, shape or form in the formation, existence or administration of any employee organization, or contribute financial support to any such organization.

c. Discriminate against any employee because of sex, creed, color, age, national origin, religion, association or non-association, or affiliation, or discriminate in the application or interpretation of the provisions of this Agreement.

ARTICLE VIII

GRIEVANCE PROCEDURE

1. Purpose

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

b. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the Township within the presence of an Association Representative appointed by the President of the Association, or the President of the Association, if requested by the employee involved.

c. The Association and the Township recognize that the SOA is the proper party for the discussion and resolution of grievances between the Township and the SOA, or any employee covered by this agreement. For purposes of this Agreement, Association representatives, and the SOA President, shall be deemed to be the current members of the SOA negotiating committee, and the negotiating committee chairman, respectively.

2. Definition

The term "grievance" as used herein means any dispute and/or controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement or regarding employment or application of any rules, regulations and/or ordinance which affects working conditions or actual working conditions and may be raised by the Association on behalf of an individual employee or group of employees, or the Township or by the employee individually or by, the Association itself. The right of the Association and the Township to file such a grievance is at the option and within the discretion of the Association and Township and may be with or without the consent of the individual employee. Whenever any discipline resulting in an economic loss or penalty (including fine and/or suspension) which has a value of five (5) days or less, such disciplinary decision shall be subject to the Grievance Procedure which shall commence at Step Two.

3. Steps of Grievance Procedure

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

Step One

a. The aggrieved employee or aggrieved employees, the Association on behalf of the employee or the Association on behalf of itself, or the Township shall institute action under the provision hereof within ten (10) working days of the actual occurrence of the grievance, or within ten (10) working days of the actual or implied knowledge of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the employee or the aggrieved employees, the Association on behalf of the employee or the Association on behalf of itself and the Chief of Police for the purpose of resolving the matter. Failure to act on the part of the employee, the aggrieved employees, the Association on behalf of the employee, the Association on behalf of itself or the Township, within ten (10) days shall be deemed to constitute an abandonment and/or waiver of the grievance.

b. A discussion of the grievance between the Chief of Police or his designee and the Grievant or his representative shall take place at a convenient time and place for all parties within five (5) working days of notice of the grievance and said notice may be given formally in writing or informally via oral or telephonic communication.

c. The Chief of Police or his designee shall render a written decision within five (5) working days after said discussion of the grievance.

Step Two

a. In the event the grievance has not been resolved in or at Step 1, the employee, or the Association on behalf of the employee or the Association on behalf of itself or the Township, shall in writing and signed by the Association, employee or Township, file the grievance with the Township's Personnel Officer and Business Administrator within five (5) working days following the determination of Step 1.

b. A discussion of the grievance between the Business Administrator or his designee and the Grievant or his representative shall take place at a convenient time and place for all parties within five (5) working days of notice of the grievance and said notice may be given formally in writing or informally via oral or telephonic communication.

c. The Business Administrator or his designee shall render a written decision within seven (7) working days after said discussion of the grievance.

Step Three

a. In the event the grievance has not been resolved in or at Step 2, the matter may be referred to arbitration as herein-after provided.

b. In the event that the Township, employee or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:

1. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party or parties within ten (10) working days following the Business Administrator's determination.

2. The party demanding arbitration shall notify the New Jersey State Public Employment Relations Commission of the need for arbitration. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the New Jersey State Public Employment Relations Commission.

3. The costs of the services of the arbitrator shall be borne equally by the Township and the Association and/or the employee.

4. The decisions of the arbitrator shall be in writing and shall include all reasons for such decisions and shall be served on all parties by regular and certified mail.

5. The decision of the arbitrator shall be final and binding upon the Township and the Association and the employee.

6. The arbitrator shall have no power to alter, modify, amend, add to, or detract from the terms of the Agreement. His decision shall be within the scope and terms of the Agreement.

4. Conditions

a. Failure to respond at any step in this procedure by the Township or its agents or the Association or an employee shall be deemed to be a negative response and/or a waiver of the right to respond upon the termination of the applicable time limits the grievance may proceed to the next step.

b. No financial penalty shall be borne by the employee or association until all avenues of grievance or appeal are exhausted.

ARTICLE IX

WAGES

1. The following annual salary schedule for employees covered by this Agreement shall be as set forth in Appendix A.

ARTICLE X

INCIDENTAL ECONOMIC BENEFITS

1. Tour Week

a. Employees shall be required and regularly scheduled to work forty (40) hours in any tour week. Each tour week shall consist of five (5), eight (8) hour days, "except that the employees assigned to the Patrol Division on the "4-2" schedule shall work 8.5 hour days in a tour week of 4 days on duty - 2 days off duty.

b. Except in an emergency, seventy-two (72) hours notice will be given for the purpose of shift changes.

c. The Chief of Police may, in case of an emergency as defined by the applicable statutes of the State of New Jersey, summon and keep on duty any and all members of the Division as such emergency shall require.

d. Whenever any employee is called back to duty or is required to work beyond his normal tour of duty due to any emergency authorized by the Chief or his designee, he shall be paid the overtime rate for a minimum of four (4) hours or for time worked whichever is greater.

e. Employees assigned to the 4-2 work schedule shall on or about November 1st of each year pick their shift based on seniority to be effective for the following

calendar year. The SOA shall supervise this procedure. Vacancies occurring during the year will be filled at the discretion of the Chief.

2. Overtime

a. Time and one half will be paid for all work in excess of eight (8) hours in any tour day and forty (40) hours in any tour week. Employees working the 4-2 schedule shall be paid overtime for all work in excess of 8.5 hours for a tour day or a regular day off (RDO) as is defined by the posted 4-2 work schedule.

3. Court Time

a. Whenever an employee, as part of his or her duties, shall be required to appear before any grant jury or any court including but not limited to Municipal, County, Superior Court, Supreme Court, Federal Court or Administrative Agency, such required time spent waiting for, or testifying at said Court or hearing or legal office for job related situations when off duty or on vacation, shall be paid at the overtime rate with a minimum compensation of two (2) hours.

b. After hours, any time spent in court after the regular end of shift will be compensated under this provision.

c. Employees will be required to have a voucher validated for court time in order to be paid. Said voucher to be supplied by the Township.

4. Special Officer Work

Township regular officers shall be paid at the rate of thirty-five (\$35.00) per hour for non-traffic assignments and forty (\$40.00) per hour for traffic assignments.

5. Educational Incentive Pay

a. Education Incentive Pay shall be provided as follows:

Employees who have 30 credits, or accrue 30 credits shall receive payment of \$100.00 for two (2) years only.

| | |
|-----------------------|----------|
| AAS Degree | \$250.00 |
| BA or BS Degree | \$450.00 |
| Masters Degree | \$500.00 |

b. Incentive pay will be prorated for any employee during the employee's probationary period. Payment will be made the next calendar year. Employees must submit proper documentation in order to receive payment. Said payment will be paid once each year during November.

c. All courses must be taken on the employee's own time.

d. Credits will be limited to job related courses to include, but not limited to, criminal justice courses, sociology, psychology, government, law, industrial relations, ethics, English, and any other courses that the Chief deems beneficial to the Officer. Officers must maintain a 2.0 average or better, or a grade of "C".

6. Longevity

Each employee covered by this Agreement shall, in addition to his regular wages and benefits, be paid longevity based upon years of service as is defined by the New Jersey Police and Fire Pension Laws.

The following schedule shall apply:

| | <u>SERGEANTS</u> | <u>LIEUTENANTS</u> | <u>CAPTAINS</u> |
|---------------------|------------------|--------------------|-----------------|
| 5 years of service | 6.00% | 5.25% | 4.75% |
| 10 years of service | 6.25% | 5.50% | 5.00% |
| 15 years of service | 6.50% | 5.75% | 5.25% |
| 20 years of service | 7.00% | 6.25% | 5.50% |
| 24 years of service | 7.25% | 6.50% | 5.75% |

All employees who have completed the above-required years of service during any quarter of the calendar year, shall be paid the first pay period in December of the year of eligibility or trip-over, prorated accordingly. Thereafter, longevity will be computed in their bi-weekly

pay; and there will be no prorating of longevity on retirement.

When a Patrol Officer is promoted to the rank of Sergeant then such employee shall continue under the Patrolman's Agreement provision for longevity and holiday compensation for the balance of the calendar year of the promotion. Effective with the first day of January next following the Patrol Officer's promotion to Sergeant, said employee shall commence to receive longevity and compensation pursuant to this Article.

7. Clothing, Equipment and Personal Property

a. The Township shall replace or repair all clothing lost or damaged in the line of duty. All replacements made thereafter shall be made only with prior approval of the Chief. If in the event of any change in the primary uniform requested, required or ordered by the division of Chief of Police, the Township shall pay for the monies initially necessary to implement this change and replace all "outdated" or "outlawed" uniforms or portions of uniforms.

b. The Township shall provide each employee with the following:

1. Sam Brown Belt and Buckle
2. Holster

3. Key Holder
4. PR-24
5. Baton Holder
6. Handcuff and two (2) keys
7. Handcuff case
8. Semi-automatic Hand Gun
9. Ammunition, three magazines and one magazine pouch
10. Flashlight and batteries
11. Clipboard
12. Manual
13. Twenty-five (25) cards
14. Badge - two (2) (excluding employees promoted prior to December 31, 1984)
15. Name Tag - two (2) (excluding employees promoted prior to December 31, 1984)
16. Hamilton Township Bars
17. Police Division Bars
18. Whistle and Chain and Clip
19. Utility Belt

c. Each employee shall receive \$600.00 for maintenance and equipment. The maintenance allowance shall be paid in two equal installments; one in the first pay

period in June of each year, and the other in the first pay period in December of each year.

d. The Township shall replace or repair (up to a reasonable amount) all equipment or reasonable personal property of the employee, commonly worn while working which is worn, damaged or lost while the employee is on duty. This provision shall not apply if such wear, damage or loss is due to the negligence of the employee, in which case, the employee shall bear the cost.

e. All regular marked police vehicles purchased after the execution of this Agreement shall be full sized and equipped with a standard police package. The equipment of said vehicles shall include but not be limited to the following equipment: Automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, roof rack lights (marked cars) and front flashing lights and rear flashing lights (unmarked cars) with electronic siren, oxygen, first aid kit and flares.

At least two (2) marked vehicles shall be equipped with twelve (12) gauge shotguns and cages. The Association proposes an addition to the listing of equipment to add police radio, alternating headlights, trunk flashers, (cages for cars, per the Chief of Police) shot guns, and

standard full size police package vehicles for all marked and unmarked cars.

8. Working Temporarily Out of Rank

An employee specifically instructed by higher authority to assume the responsibilities, authority, and duties of a supervisor shall be compensated at the rate of pay for the higher rank after performing these duties for more than fifteen (15) consecutive working days. Compensation shall be retroactive to the first day of the employee's assumption of the responsibilities, authority and duties of a supervisor.

9. Retirement Badge and I.D. Card

The Township shall provide a Retirement Badge and Retirement Police Officer I.D. card for police personnel who retire from the Police Department. Retirement shall be defined consistent with the New Jersey Police and Fire Pension Law.

10. Detective Differential

Effective retroactive to July 1, 2004, all employees serving as Detectives shall receive an annual differential of \$900.00.

Effective July 1, 2005, all employees serving as Detectives shall receive an annual differential of \$1,000.00.

11. Snow Days

Employees scheduled to work on the day when Township Offices are closed due to snow shall receive a compensatory day off.

ARTICLE XI

LEAVE TIME

1. Vacation

All employees covered by this Agreement shall receive the following vacations with pay:

a. For all employees hired prior to January 1, 2005, during the first calendar year, or part thereof, of such employee's employment, one (1) day for each month or partial month employment.

b. For all employees hired prior to January 1, 2005, during the second and subsequent years of such employee's employment the employee shall be allowed the following number of vacation days.

Sergeants 25

Lieutenants 26

Captains 28

c. For all employees hired prior to January 1, 2005, each employee covered by this Agreement shall, in addition to vacation time allowed as above, shall be further entitled to additional time off on account of longevity as set forth herein:

One (1) additional day after five (5) years

One (1) additional day after ten (10) years

One (1) additional day after fifteen (15) years

One (1) additional day after twenty (20) years

One (1) additional day after twenty-five (25) years

d. For all employees hired on or after January 1, 2005, the vacation schedule shall be as follows:

| <u>Years of Service</u> | <u>Vacation Days</u> |
|---|----------------------|
| During the first calendar year | 1 per month |
| After completion of one year | 17 days |
| After completion of five years | 22 days |
| After completion of ten years | 23 days |
| After completion of 15 years | 24 days |
| After completion of 20 years | 27 days |
| After completion of 25 years and thereafter | 28 days |

d. Scheduled tours of duty must be completed before any vacation begins. No vacation will be granted without the Chief's or his designee's permission.

e. Changes in vacations may be permitted upon approval of the Chief of Police or his designee. Said approval will not be unreasonably withheld provided such a change does not conflict with the effective operation of the Police Division.

f. An employee may accumulate vacation time up to twenty (20) working days carried over into the following

year without restriction. All carried over vacation shall be utilized by the employee in the calendar year in which the vacation entitlement was carried into. No carried over vacation time may be further carried over or accumulated unless the employee is unable or prevented from taking vacation as a result of municipal business, working conditions, illness or injury; this earned accumulated vacation shall be carried over into the next calendar year no matter the number of unused carried vacation days. However, this time must be used up during that following year or the employee shall forfeit same providing all conditions are met.

g. An employee retiring from the division shall receive a vacation payment for accumulated vacation time. Vacation for retirees will not be prorated during the year of retirement, the employee will receive the full vacation that was credited on January 1st of that year.

h. An employee who has separated his employment shall be entitled to vacation allowance for the current year prorated on the number of months worked in the calendar year in which the separation becomes effective and any vacation leave which may have been carried over from the preceding calendar year. Whenever a permanent employee dies, having any earned vacation leave, there shall be

calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of his death, as soon as practicable within a reasonable time.

2. Sick Leave

a. An employee shall be permitted to accumulate unlimited sick time according to the following schedule:

1. One and a quarter (1 $\frac{1}{4}$) days per month.

All sick time is per year and shall be cumulative. Sick time for retiring officers will not be prorated. Retiring officers will receive credit for a full year of sick time on January 1st of retirement year.

b. An employee may take sick time for any of the following reasons:

1. Personal illness or personal incapacity to such an extent as to render the employee unable to perform his duties adequately.

2. Attendance to members of the immediate family whose illness requires the care of such employee up to five (5) days.

3. For any other reason as necessary for the employees' physical, mental and/or emotional well-being.

c. No sick leave shall be charged due to injuries sustained in the line of duty as long as the

Township's physician acknowledges such time off is due to said job injury.

d. An employee shall furnish a doctor's certificate to substantiate sick leave after he has been absent for five (5) consecutive working days. The Township may require a medical examination at Township expense by a physician selected by the Township from an employee at any time during sick leave.

e. Employees are subject to disciplinary action by the department for the willful, malicious and negligent use of sick leave by the employee.

3. Unused Sick Leave Upon Retirement

a. All employees shall be entitled upon retirement in good standing, and other than vested retirement from the Police and Firemen's Retirement System, to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement.

b. The supplemental compensation payment to be paid hereunder, shall be computed at the rate of 60% of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the annual compensation received during the last year of his

employment, prior to the effective date of his retirement, provided however, that no such lump sum payment of supplemental compensation payment shall exceed twenty-seven thousand (\$27,000) dollars. In the event that an officer elects to defer payment of earned unused accumulated sick leave, said officer must notify the Division of Personnel, Township of Hamilton prior to filing for retirement. Each retiree must withdraw all money deferred by him/her not later than three years from the date of their retirement. There shall be a maximum of four withdrawals. The Division of Personnel shall be notified thirty days prior to each withdrawal. Each officer will be responsible for the payment of taxes on all money withdrawn from the deferred payment program. A 1099 tax form will be provided to all retirees who participate in this program by the Township of Hamilton.

4. Unused Sick Leave in the Event of Death

The Township will pay a lump sum cash payment equal to 60% of the unused sick leave to the estate of any officer who dies prior to retirement, not to exceed twenty-seven thousand (\$27,000) dollars.

5. Sick Leave Buy-Back

Employees having accumulated ten (10) or more of their fifteen (15) sick days credited for that year will have the

option to be paid five (5) day's wages in lieu of carrying over five (5) of their sick days. Any employee wishing to exercise this sick leave option must do so by November 15th of the year in which the requirements have been met. Any decision to exercise this option subsequent to November 15th of the year in which the requirements have been met shall not be recognized.

Employees working a 4-2 schedule shall qualify for sick leave buy-back payment if not more than 42.5 hours are used. Payment would continue in such circumstances at a 40 hour value. Payment shall be made to employees in the first pay period in December.

6. Incidental Leave

a. Funeral Leave

1. Employees shall be entitled to funeral leave with pay for a period not to exceed five (5) consecutive days for grieving purposes commencing the day after the death of a spouse, parent, son-in-law, daughter-in-law, grandparents, spouses' brothers and sisters, mother-in-law, father-in-law, child, brother or sister of the employee or other relative living in the household of the employee or one (1) day on the day of the burial in the event of the death of a brother-in-law, sister-in-law, first cousin, aunt, uncle, nephew, grandchildren or niece

of the employee. Such leave shall not be chargeable. Employees will be required upon request to submit proof of death for the purpose of receiving payment under this Article. Funeral services falling in the one (1) day category may be denied if the services are not attended by the employee.

2. It is intended that the above payment be made for such period only that the employee would actually have been working to the end that the employee will either receive the death benefits hereunder or holiday pay, vacation pay, military pay, jury duty pay or disability benefits, as the case may be.

3. Upon the approval of the Chief of Police, necessary travel time, not to exceed two (2) days, shall be allowed an officer in the event of death in his immediate family. This travel time shall be in addition to the aforementioned allotted time specified above.

4. Under exceptional circumstances death leave may be granted by the Chief of Police upon the death of any other persons.

b. Personal Leave

1. An employee is entitled to five (5) personal days per calendar year. Request for such leave shall be made twenty-four (24) hours in advance before the

day or days requested. Permission shall be granted or denied on the basis of potential workload, manpower requirements and emergencies and shall not be withheld arbitrarily. An employee who ends the year without having utilized all personal days up to 2 days in that year and who has been refused at least twice for personal leave shall have the option of carrying those days into the next year. Personal days shall not be prorated for persons retiring during the calendar year for which he will receive full credit.

2. An employee who has separated his employment shall be entitled to Personal Day allowance for the current year prorated on the number of months worked in the calendar year in which the separation becomes effective and any Personal leave which may have been carried over from the preceding calendar year or years. Whenever a permanent employee dies, having any earned Personal leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate of the time of his death, as soon as practicable within a reasonable time.

3. Personal leave should be granted at the time of hire and prorated for the calendar year according to the date of hire.

c. Military Leave

Leave for military purposes shall be granted in accordance with Rule 4A:6-1.11 of the N.J. Civil Service Rules, Title 4, or New Jersey statutes, which ever gives greater benefits to the employee. The Township shall not reschedule any employee's regular leave, vacation or scheduled day off in order to conform to the days in which the employee must fulfill his scheduled military obligation.

d. Leave of Absence

An employee may take a leave of absence without pay not to exceed nine (9) months. A written request for a leave of absence shall be filed with the Chief of Police one (1) month in advance of said leave, if possible, and permission shall be granted or denied on the basis of potential workload, manpower requirements, and emergencies.

Leave of absence may not be granted to accept employment except within a higher level (state or federal) police agency.

7. All leave time except Personal Leave and Funeral Leave, including accumulated time, shall be converted to hours. Employees using leave time shall be charged for the actual hours used.

ARTICLE XII

PENSION

The Township shall continue to provide contributions to employee's pension fund in accordance with the Laws of the State of New Jersey and the Administrative Regulations of the State of New Jersey.

ARTICLE XIII

INSURANCE

1. Health and Welfare

a. The Township shall provide, at no cost to the employees and their dependents, full Blue Cross and Blue Shield P.A.C.E. Insurance Coverage, including Rider "J" benefits, Major Medical Insurance with a \$200.00 deductible or an HMO Blue Program and a Prescription Program with \$5.00 deductible provision or equivalent coverage. Prescriptions written after January 15, 2006, the prescription co-payment shall be \$2.00 for generic drugs and \$9.00 for brand name drugs.

Employees hired on or after January 1, 2005 shall be ineligible for the traditional program. Employees hired on or after January 1, 2005 and their dependents will be covered by the PPO program without cost to the employee.

The Township will provide, at retirement, Blue Cross and Blue Shield insurance coverage as outlined in Chapter 88.

b. A UCR Dental Care Program which includes the option of an HMO Program will be provided for the employees and their dependents.

c. A vision care program will be provided for the employees and their dependents.

d. The Township shall pay the cost for each employee, for a yearly physical examination upon his request to a maximum of \$100.00. The selection of a medical doctor shall be the choice of the employee and all records of exam must be submitted to the Township within one week of completion of the examination.

e. The Township shall provide full medical and drug plans for retired employees and their families as set forth in this Agreement. The Township agrees to allow present retirees not eligible for a prescription card to submit prescription costs to Major Medical for payment.

2. Term Insurance

In addition to the existing life insurance available through the State of New Jersey and all other existing plans the Township shall purchase for the benefit of all members of the Division term insurance in the amount of \$20,000.

3. Legal Fees

All fees incurred in the defense of either civil, criminal or administrative proceedings shall be paid by the Township. All fees incurred in the good faith prosecution of either criminal or administrative proceedings in pursuit of the employee(s) rights where the employee is successful shall be paid by the Township. The employee shall be

entitled to an attorney of his own choosing concerning either defense or prosecution of all civil, criminal and administrative proceedings, along with a schedule of fees, to be determined.

4. Funeral Expenses

In the event an Officer is killed in the line of duty, or dies from injuries sustained while in the line of duty, the Township shall immediately pay the sum of \$5,000.00 toward funeral and connected expenses to his surviving spouse and/or dependents or if none, to his heirs and/or estate, regardless of amounts paid from other collateral sources.

5. Off Duty Disability Coverage

a. The Township shall provide full pay for a minimum period of six (6) months if an injury is sustained while the employee is upholding the laws of the State of New Jersey and the Township of Hamilton. Said injury must be substantiated by the Township physician. If the Township physician, in conjunction with the Chief of Police, deems it warranted that said pay continue past the six (6) month period, then in that case, the employee will be granted additional time on an indefinite period. The Township may require periodic examinations during this injury period.

b. The Township agrees to pay employees at one-half their regular rate of pay during periods of disability due to illness or injury occurring outside of employment for a maximum period of one hundred and fifty (150) working days. Prior to such payment, the employee must exhaust all sick days, vacation days and compensatory time. Upon presenting a claim for sick leave, the employee must present a medical certificate signed by a licensed medical doctor indicating the nature of the illness or injury and an indication of when the employee will be able to return to normal duty. The Township reserves the right to employ its own medical doctor to render his own judgment; provided that any substantial difference in opinion between the treating physician and the Township's physician shall be resolved by submitting the matter to a third physician mutually selected. The expense will be shared jointly by both parties.

c. During the time of half pay disability, all other benefits will continue in force during said disability, except that credited sick leave and vacation and personal days will be pro-rated accordingly.

d. Claims may not be made under this provision for a job related injury or illness for which a workman's compensation claim is filed. If Worker's Compensation and

any monies are received under this provision then in that case, all money shall be immediately refunded to the Township dollar for dollar. Anyone collecting under this provision and filing, collecting and not refunding the Township for Worker's Compensation, as well, is subject to disciplinary action for abuse of this benefit. In the event that the Township employs female officers, no claims under this section may be presented in any case related to pregnancy.

e. Any employee found guilty of abuse of sick leave within the past twelve (12) month period shall not be eligible for half pay disability under this section.

6. Occupational Injury

Where an employee covered under this Agreement suffers a work-connected injury or disability, the Township shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits occurring under the provisions of the Workers' Compensation Act shall be paid over to the Township.

The employee shall be required to present evidence by a certificate of an authorized physician that he is unable to work, and the Chief of Police may reasonably require

said employee to present such certificates from time to time.

In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Township or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court, shall be binding upon the parties. For the purposes of this Article, injury or illness incurred while the employee is attending a Township sanctioned training program shall be considered in the line of duty.

In the event a dispute as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the

terms of the sick leave policy heretofore agreed upon
between the parties.

ARTICLE XIV

GENERAL PROVISIONS

1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either, or both, of the parties at the time they negotiated, executed and ratified this Agreement.

2. If any provision of this Agreement is subsequently declared to be unlawful, unenforceable, or not in accordance with applicable statutes or in conflict with any law, rule or regulation, then the parties will not be bound by the provision, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree immediately to discuss the invalidated portion thereof, consistent of the item deemed illegal, etc., and negotiate a substitute.

ARTICLE XV

PERSONNEL FILE

1. All officers shall have access to their personnel file, and any Summary Report of an Internal Affairs investigation in which they were a suspect. The Officer may submit rebuttal material as desired. This shall be done during normal business hours and when the employee is off duty unless circumstances do not permit otherwise. The officer may not have access to the background investigation report.

2. The Township shall not allow anyone, with the exception of the Personnel Division, Township Administrator, Township Attorney while on official business, Chief of Police or his designee, to read, review, have a copy of, or in any way peruse any employee's personnel file which is kept by the Police Division and Personnel Division.

3. No unsubstantiated or unfounded complaint nor any information in regard thereto shall become part of an officer's official personnel file.

ARTICLE XVI

POLITICAL ACTIVITY

Except when on duty or when acting in his official capacity, no officer shall be prohibited from engaging in political activity.

ARTICLE XVII

SAFETY COMMITTEE

1. The parties agree to develop a Standing Safety Committee of five (5) persons which include, one (1) from the Central Department of Administration, two (2) from Police Administration and two (2) from the Association, to confer on a regular basis with a view to maintaining safe equipment and working conditions.

2. Recommendations are to be submitted to the Chief of Police and the President of the Association. Recommendations will then be discussed by the Chief and the President for possible corrections and additions recommended by the committee.

3. The President of the Association shall, at any reasonable time, be allowed to fully check any and all pieces of equipment to include, but not limited to, vehicles, shotguns, fire extinguishers, oxygen tanks, radios, etc., to insure that they are operating in a safe and efficient manner. Said inspections shall not interfere with the operations of the Police Division.

ARTICLE XVIII

SECONDARY EMPLOYMENT

1. An employee may accept and be employed in any occupation during his off-duty hours, provided such occupation is not in violation of any federal, state or local law, and provided that such occupation does not cause a conflict of interest with his job as a police officer. The Police Chief shall determine if such a conflict exists.

2. The employee shall notify the Chief's Office whenever off-duty employment has been accepted.

ARTICLE XIX

EQUIPMENT OPERATION AND SAFETY

1. The Township and the Association agree and recognize that the safety of the members of the police force is paramount and of major concern. The Township hereby agrees that it will maintain all equipment in safe operating condition when in service. No employee shall be required to use or operate a piece of equipment which is not in safe operating condition.

2. No employee shall be required to perform any non-office function without proper radio communication at his disposal. No employee shall be required to use or shall be disciplined for refusal to transport a violent prisoner without cage protection.

ARTICLE XX

RULES AND REGULATIONS

1. All new employees shall be provided with a copy of all of the Division's rules and regulations.

2. The Township shall not issue any orders or directives, written or unwritten, that would alter the intent or language in this Agreement between the Township of Hamilton and the Superior Officers Association.

ARTICLE XXI

HEADQUARTERS EATING FACILITIES

The Township shall provide an area in the Police Headquarters to be used as a rest area with eating and drinking facilities. Said area to be provided by the Township as is feasible.

ARTICLE XXII

OFF DUTY POLICE ACTION

1. Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the force on his time off, while in the State of New Jersey, which would have been taken by an Officer if present or available, shall be considered as Police action, and the employee shall have all of the rights and benefits concerning such action as if he were on active duty.

2. Sworn Superior Officers covered by this Agreement shall be fully indemnified and defended by the Township for all circumstances in which said employee(s) renders First Aid, whether on or off duty.

ARTICLE XXIII

POLICE SERVICES

All requests for services of Police Officers while off duty that may be addressed to the Township shall be forwarded to the Police Department for posting. Any time there is a road opening or significant street repair as determined by the Chief of Police or his designee, the Township agrees to require as a condition of the letting of the job that the Contractor agreed to provide at least one (1) Police Officer to provide public safety and security at the location of the work site.

ARTICLE XXIV

MATERNITY LEAVE

1. Scope

All female employees.

2. General Policy.

A. Maternity Leave Without Pay shall be granted for a period of six (6) months, provided the request for such leave is made in writing to the Personnel Division no later than the fourth (4th) month of pregnancy and approved by the Administration. Sickness due to pregnancy shall be covered under the sick leave regulations covered by the Department of Personnel rules.

B. Hospitalization and Medical-Surgical and Life Insurance coverage will be continued in force and paid for the first three (3) months of leave. Thereupon it will be the employee's responsibility to pay the premiums.

C. If the employee is enrolled in the Health Maintenance Organization the Township will pay the cost of her insurance for the first three (3) months, but the employee must make arrangements to pay her monthly premium directly to the Township.

D. The Drug Prescription Program will continue in effect for the first three (3) months of Leave of Absence Without Pay.

E. Light duty shall be made available where the employee supplies a doctor's note.

ARTICLE XXV
BILL OF RIGHTS

PREAMBLE

All employees covered under this Agreement shall be entitled to the protection of this Article. The wide ranging powers and duties given to the Division and employees on and off duty involve them in all manner of contacts and relationship with the public. Of these contacts come many questions concerning the actions of members. These questions often require investigation by Superior Officers and/or Internal Affairs Unit. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

A. Advance Notice

1. Prior to being interviewed regarding an investigation on criminal charges which could lead to a suspension, fine, demotion, dismissal and/or criminal charges, an employee shall;

a. Be informed of the nature of the investigation and whether he is a suspect, if and when known; informed of other information necessary to reasonably apprise him of the nature of the allegations of the complaint.

b. Be afforded an opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Association.

c. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation, or when criminal culpability is not at issue, advance notice shall be given the officer not less than twelve (12) hours before the initial interview commences or subsequent written reports are required from the officer.

B. Rights of Employees While Under Investigation

Whenever an employee is under investigation or subjected to interrogation by the Township on criminal charges which could possibly lead to a suspension, fine, demotion, dismissal and/or criminal charges, such investigation or interrogation shall be conducted under the following conditions:

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

2. The investigation and interview shall take place at the Hamilton Township Police Headquarters, or

elsewhere if mutually agreed, unless the situation necessitates otherwise.

3. The employee under investigation shall be informed as soon as reasonably feasible, of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present or to be present during the investigation. All questions directed to the employee shall be asked by and through only such interrogators as are reasonably necessary under the situation and only one interrogator at a time.

4. No punitive action nor formal hearing shall be had of any civilian complaint against an employee unless and until the complainant be duly sworn as to the complaint, in writing, before an official authorized to administer oaths and to take such a statement and complaint. If such hearing and/or action does not require the testimony of a civilian complainant, the name of the original complainant shall not be required to be divulged.

5. The employee under this investigation shall be informed of the nature of the investigation, and he shall be informed of the names of all the complainants unless such disclosure would jeopardize this investigation.

6. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such

personal necessities and rest periods as are reasonably necessary.

7. The officer, at his request, may have an Association Representative appointed by the Superior Officers Association present to witness the interview or interrogation provided the representative does not participate in the interview. The investigating officer or officers shall be required to advise the officer being investigated of this particular right.

8. The employee under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.

9. Any interrogation of an employee conducted at the Police Station, or if not at the Police Station, wherever feasible, including recess periods, shall be recorded, and there shall be no unrecorded questions or statements and the officer shall be afforded a copy of the complete interrogation proceedings upon his request and at his own expense.

10. If the employee under interrogation is under arrest, or if there is any possibility the employee is to be placed under arrest as a result of the interrogation, he

shall be completely informed of all his rights prior to the commencement of the interrogatories.

11. At the request of the employee under interrogation, he shall immediately have the right to be represented by counsel, who shall be present at all times during such interrogation.

12. The interrogation or interview shall be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the subject investigation.

13. No officer shall be required to take any lie detector or other truth detecting test as a condition of the investigation, interview, interrogation or of continued employment.

C. When the Investigation Results in Charges Being Filed:

1. The officer, upon request, will be furnished with a copy of the report of the Internal Investigation which will contain all material facts and accusations of the matter.

2. The officer will be furnished with names of all witnesses and complainants who may appear against him and/or whose statements may be used against him.

D. When Disciplinary Action Results

1. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed in the officer's Personnel File.

2. No demotion, suspension, or other monetary punitive measure excluding dismissal shall be taken against an officer unless he is notified of the action and the reasons therefore seven (7) days or more prior to the effective date of such action.

3. All the regulations and laws of the State of New Jersey and the State Civil Service Commission shall be adhered to.

E. Human Factor

All terms of this Agreement shall continue to be administered with the fact and knowledge that human beings are being employed with the rights of human beings in this Agreement, in law and morality and to be treated by both the Township and members of the Association in such a way as to connote this fact of reality.

F. Investigations shall meet standard operating procedures for the Division of Police.

G. All records and references to written reprimands, oral reprimands and counseling forms shall be expunged not

later than one (1) year following their date of issuance.
No record of such reprimand shall remain.

ARTICLE XXVI

TERM OF AGREEMENT

1. This Agreement shall have a term from July 1, 2003 through June 30, 2008. If the parties have not executed a successor Agreement by June 30, 2008, then this Agreement shall continue in full force and effect until a successor agreement is executed.

2. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

FOR THE TOWNSHIP

Glen D. Gilmore, Mayor

Attested by:

Jean Chianese
Municipal Clerk

FOR THE SUPERIOR OFFICERS

Attested By:

APPENDIX A

SALARY GUIDE

| | <u>7/1/03</u> | <u>1/1/04</u> | <u>10/1/04</u> | <u>7/1/05</u> | <u>7/1/06</u> | <u>7/1/07</u> |
|------------|---------------|---------------|----------------|---------------|---------------|---------------|
| SERGEANT | \$ 85,064 | \$ 88,041 | \$ 91,562 | \$ 95,225 | \$ 99,034 | \$102,995 |
| LIEUTENANT | \$ 95,861 | \$ 99,216 | \$103,184 | \$107,312 | \$111,604 | \$116,068 |
| CAPTAIN | \$107,425 | \$111,184 | \$115,632 | \$120,257 | \$125,067 | \$130,070 |

CERTIFICATION

I declare to the best of my knowledge and belief that the attached document is a true electronic copy of the executed collective negotiations agreement.

Eileen A. Gore
Deputy Municipal Clerk