

**A G R E E M E N T**

**between**

**TOWNSHIP OF OLD BRIDGE**

**and**

**SUPERIOR OFFICERS ASSOCIATION  
FRATERNAL ORDER OF POLICE  
LODGE #22**

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**Effective July 1, 2004 through June 30, 2008**

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94 **PREAMBLE**

95  
96 This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and  
97  
98 between the Township of Old Bridge in the County of Middlesex, New Jersey,  
99 hereinafter called the "Township" and the Superior Officers Association, Fraternal Order  
100 of Police (F.O.P.) Lodge #22, hereinafter called the "S.O.A.", represents the complete  
101 and final understanding on all issues that were bargained between the Township and the  
102 S.O.A. This Agreement shall not deprive either party of any rights under current PERC  
103 statute.

104 **ARTICLE I**

105 **Recognition**

106 A. The Township hereby recognizes the Superior Officers Association (S.O.A.),  
107 Fraternal Order of Police, Lodge #22 as the exclusive collective negotiations agent for all  
108 superior officers employed by the Township in the ranks of Sergeant and Lieutenant.  
109 The Chief of Police and all other employees are excluded from this unit.

110 B. The term "superior officer" and "superior" shall be defined to include all  
111 bargaining unit members in Section A. The plural as well as the singular are to include  
112 males and females.

113 **ARTICLE II**

114 **Negotiation Procedure**

115 A. The parties agree to enter collective negotiations over a successor agreement  
116 in accordance with Chapter 123, Public Employees Laws 1974 and any successor  
117 changes in the state law governing Public Employees of the State of New Jersey in a  
118 good effort to reach agreement.

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

125 C. Nothing herein shall be construed to prevent any official from meeting with  
126 the employee organization for the purpose of hearing the reviews and requests of its  
127 members in such unit as long as the majority representative is informed of the meeting  
128 and is present.

129 D. The Township agrees that there shall be no unilateral changes in the  
130 negotiable terms and conditions of employment except as provided by law.

131 **ARTICLE III**

132 **S.O.A. Rights and Privileges**

133 A. Information

134 1. The Council agrees to make available to the S.O.A. in response to  
135 reasonable requests from time to time all available information concerning the plans and  
136 operational programs of the Police Department and the financial resources available to  
137 the Council and Township, including but not limited to: annual financial reports and  
138 audits, staffing plans, register of personnel, tentative budgetary requirements and  
139 allocations, agendas and minutes of all Council meetings, census data, individual and  
140 group health insurance premiums and experience figures, and other such information that  
141 shall assist the S.O.A. in developing intelligent, accurate, informed and constructive

142 programs on behalf of the superior officers, together with any information which may be  
143 necessary for the S.O.A. to process any grievance or complaint.

144           2. A designated S.O.A. representative may review the personnel file of a  
145 member of the bargaining unit in connection with the processing of a grievance provided  
146 an appropriate release has been secured in advance from the affected individual(s).

147           B. Release Time

148           1. Whenever any representative of the S.O.A. or any other employee  
149 covered by this Agreement participates during the officer's working hours, in grievance  
150 proceedings, conferences with management, negotiations, and related litigation, initiated  
151 by the S.O.A. or the Township, he shall suffer no loss in pay or other contractual benefits  
152 to which he is entitled.

153           2.       During collective bargaining, the Township will provide release  
154 time for representatives of the Association, not to exceed two (2) representatives on or off  
155 duty with no more than two (2) receiving compensatory time off.

156           C. Use of Municipal Facilities

157           1.       The S.O.A. and its members and representatives shall have the  
158 right to use the Municipal Facilities at all reasonable times for meetings with approval of  
159 the Mayor or his/her designee, provided those facilities are not in use or scheduled to be  
160 used.

161           2.       The Mayor or his/her designee shall be notified in advance of the  
162 time of the meeting, location and anticipated duration.

163 D. S.O.A. Representatives

164 1. Accredited representatives of the S.O.A. may enter Township  
165 facilities or premises at reasonable hours for the purpose of observing working conditions  
166 or assisting in the adjustment of grievances. When the S.O.A. decides to have its  
167 representatives enter the Township facilities or premises, it will request such permission  
168 from the Business Administrator or his/her representatives and such permission will not  
169 be unreasonably withheld, provided there shall be no interference with the operations of  
170 the business of the Township government or the normal duties of employees.

171 2. Representatives may be appointed by the S.O.A. to represent the  
172 S.O.A. in grievances with the Township.

173 E. Exclusive Rights

174 The rights and privileges of the S.O.A. and its representatives as set forth  
175 in this Article shall be granted to the S.O.A. as the exclusive representative of all  
176 employees covered by this Agreement, solely.

177 **ARTICLE IV**

178 **Dues Check-Off and Representation Fee**

179 A. The Township agrees to deduct from the salaries of its employees subject to  
180 this Agreement dues for the S.O.A. Such deductions shall be made in compliance with  
181 Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended. Said monies  
182 together with any records of corrections shall be transmitted to the S.O.A. office by the  
183 fifteenth (15th) of each month following the monthly pay period in which deductions  
184 were made.



185 B. The S.O.A. shall certify to the Township, in writing, the current rate of its  
186 membership dues. Should the S.O.A. change the rate of its membership dues, it shall  
187 give the Township written notice prior to the effective date of such change.

188 C. The S.O.A. will provide the necessary "check-off authorization" form and  
189 deliver the signed forms to the Director of Finance.

190 D. Representation Fee

191 1. If a member of this bargaining unit does not become a member of the  
192 Association during any membership year which is covered by this Agreement, in whole  
193 or in part, said employee will be required to pay a representation fee to this Association  
194 for that membership year. The purpose of this fee will be to offset the employee's per  
195 capita cost of services rendered by the Association as majority representative. The  
196 S.O.A. agrees to provide an Association grievance form to all non-Association members.

197 2. Amount of Fee

198 a. Notification

199 Prior to the beginning of each membership year, the Association  
200 will notify the Business Administrator in writing of the amount of regular membership  
201 dues, initiation fees and assessments charged by the Association to its own members for  
202 that membership year. The representation fee to be paid by non-members will be equal to  
203 85% of that total amount.

204 b. Legal Maximum

205 In order to adequately offset the per capita cost of services  
206 rendered by the Association as majority representative, the representation fee should be  
207 equal in amount to the regular membership dues, initiation fees and assessments charged

208 by the Association to its own members, and the representation fee has been set at 85% of  
209 that amount solely because that is the maximum presently allowed by law. If the law is  
210 changed in this regard, the amount of the representation fee automatically will be  
211 increased to the maximum allowed, said increase to become effective as of the beginning  
212 of the Association membership year immediately following the effective date of the  
213 change. Should the maximum amount be decreased by law, the Association would have  
214 the final say as to whether or not to implement the fee or remove the Article.

215 3. Deduction and Transmission of Fee

216 a. Notification

217 Once during each membership year covered in whole or in part by  
218 this Agreement, the Association will submit to the Business Administrator a list of those  
219 employees who have not become members of the S.O.A. for the then current membership  
220 year. The Township will deduct from the salaries of each employee, in accordance with  
221 Paragraph 2 below, the full amount of the representation fee and promptly will transmit  
222 the amount so deducted to the Association.

223 b. Payroll Deduction Schedule

224 The Township will deduct the representation fee in equal  
225 installments, as nearly as possible, from the paychecks paid to each employee on the  
226 aforementioned non-member list during the remainder of the membership year in  
227 question. The deductions will begin with the first paycheck paid:

228 (1) Ten (10) days after receipt of the aforementioned non-  
229 member list by the Business Administrator; or

230 (2) Thirty (30) days after the employee begins his or her  
231 employment in a bargaining unit position, unless the employee previously served in a  
232 non-bargaining unit position and then became covered by this Agreement or was laid off,  
233 in which event the deductions will begin with the first paycheck paid to said employee  
234 after the resumption of the employee's employment in a bargaining unit position.

235 c. Termination of Employment

236 If an employee who is required to pay a representation fee  
237 terminates his or her employment, for any reason, be it resignation, layoff, retirement  
238 dismissal or any other cause, before the Association has received the full amount of the  
239 representation fee to which it is entitled under this Article, the Township will deduct the  
240 unpaid portion of the fee from the last paycheck paid to said employee up to and  
241 including the last date of employment.

242 d. Mechanics

243 Except as otherwise provided in this article, the mechanics for the deduction of  
244 representation fees and the transmission of such fees to the Association will, as nearly as  
245 possible, be the same as those used for the deduction and transmission of regular  
246 membership dues. The Township will, however, indicate in those records transmitted to  
247 the Association which monies are from dues and which monies are receipts from the  
248 representation fee.

249 e. Changes

250 The Association will notify the Business Administrator in writing  
251 of any changes in the list of non-members provided for in Paragraph 1 above and/or the

252 amount of the representation fee, and such changes will be reflected in any deductions  
253 made more than ten (10) days after the Administrator received such notification.

254 f. New Employees

255 On or about the last day of each month, beginning with the month  
256 this Agreement becomes effective, the Township will submit to the Association, a list of  
257 all new employees who began their employment in a bargaining unit position during the  
258 preceding thirty (30) day period. The list will include names, job titles and dates of  
259 employment for all such employees.

260 4. Liability

261 The S.O.A. shall defend and save the Township harmless against any and  
262 all claims, demands, suits or other forms of liability that shall arise out of or by reason of  
263 action taken by the Township in reliance upon salary deduction authorization cards as  
264 furnished by the S.O.A. to the Township, or in reliance upon the official notification on  
265 the letterhead of the Association advising of changed deduction.

266 **ARTICLE V**

267 **Salaries**

268 A. The salaries during the lifetime of this Agreement shall be as follows:

269  
270

	<b><u>July 1, 2004</u></b>	<b><u>January 1, 2005</u></b>	<b><u>July 1, 2005</u></b>	<b><u>July 1, 2006</u></b>	
271					
272					
273	Sergeant	\$81,849	\$87,358	\$89,105	\$91,638
274					
275	Lieutenant	\$88,771	\$94,746	\$96,641	\$99,748
276					
277		<b><u>July 1, 2007</u></b>	<b><u>June 30, 2008</u></b>		
278					
279	Sergeant	\$ 94,780	\$ 95,780		
280					
281	Lieutenant	\$103,174	\$104,174		
282					

283 Note: Retroactive pay shall not be required for contractual payments already provided.  
284

285 B. Effective January 1, 2006 anyone promoted to the rank of Sergeant shall be placed on  
286 the following pay scale:

287

	<b>Jan. 1, 2006</b>	<b>July 1, 2006</b>	<b>July 1, 2007</b>	<b>June 30, 2008</b>
289 1 <sup>st</sup> year in rank	\$81,000	\$83,000	\$86,000	\$87,000
291 2 <sup>nd</sup> year in rank		\$86,000	\$89,000	\$90,000
293 3 <sup>rd</sup> year in rank		\$89,000	\$92,000	\$93,000
295 4 <sup>th</sup> year in rank		\$91,638	\$94,780	\$95,780

297

298 **ARTICLE VI**

299 **Overtime**

300 A. Patrol Bureau - All officers assigned to the Patrol Bureau shall work a  
301 four/four (4-4) schedule, each daily tour being ten (10) hours in length. For purposes of  
302 calculating their overtime rate, the standard of forty (40) hours shall be utilized. All  
303 officers assigned to the Patrol Bureau shall be paid time and one-half for all overtime  
304 work over ten (10) hours per twenty-four (24) hour period, provided such overtime is  
305 one-half (1/2) hour or more beyond the regular scheduled work time, and at a rate of time  
306 and one-half for every successor half hour thereafter.

307 B. Non-Patrol Bureau - All other employees not assigned to the Patrol  
308 Bureau shall work five/two (5-2) schedule, each daily tour being eight (8) hours in length.  
309 Such schedule will consist of a two (2) shift operations, forty (40) hours per week,  
310 Monday through Friday, with no weekend or holiday standby. For purposes of  
311 calculating their overtime rate, the standard of forty (40) hours shall be utilized.  
312 Employees not working ten (10) hour shifts shall be paid time and one-half for all  
313 overtime work over eight (8) hours per twenty-four hour period, provided such overtime

314 is one-half (1/2) hour or more beyond the regular scheduled work time, and at the rate of  
315 time and one-half for every successor half hour thereafter, unless specifically modified  
316 below in Sections E.

317 C. The overtime provisions set forth in Sections A and B shall apply  
318 whenever an officer is ordered to work after completing his regular assigned tour of duty  
319 or if he is called in on his off duty time. When called in on his day off or after having  
320 been released from duty, an officer shall be guaranteed a minimum of four (4) hours  
321 overtime work except when such a call extends the regular shift by commencing it early.

322 D. Extra Time Off

323 All Sergeants and Lieutenants covered under this contract with the exception of  
324 those listed below shall have the choice of either accepting pay at the rate of time and  
325 one-half or extra time off (E.T.O.) at time and one-half. All E.T.O. must be taken within  
326 sixty (60) days of working same. Effective January 9, 2006, all E.T.O. in excess of fifty  
327 (50) hours must be taken within sixty (60) days of working same. Effective January 9,  
328 2006, all accumulated E.T.O., including the first fifty (50) hours, will be paid in one of  
329 the last two (2) pay periods of each fiscal year and will not carry over to the following  
330 year. If for any reason the Administration cannot give the extra time off (E.T.O.), the  
331 employee will receive payment.

332 E. Detective Bureau

333 1. In the event a detective is required to work overtime on a case  
334 to which he had not been previously assigned (that is, someone's else's case), he shall be  
335 compensated at the rate of time and one-half for all hours worked.

336                               2. In the event a Detective is called for duty while on standby, that  
337 detective shall be compensated at the rate of time and one-half for all hours.

338                               3. A Detective required to work on his scheduled vacation or on  
339 other than his scheduled tour shall be compensated at time and one-half.

340           F.     Work Schedules

341           It is understood by the parties at the time of execution of this Agreement, the  
342 negotiability of work schedules is in question. Therefore, the parties agree that the work  
343 schedules set forth herein are adopted and shall remain in full force and effect until  
344 either:

345                               The parties mutually agree, through collective negotiations, to alter  
346 them, assuming that work schedules are held to be negotiable, or;

347                               The Township determines that it wishes to implement, as a  
348 managerial prerogative, new work schedules, assuming that work schedules are  
349 held to be non-negotiable. In which case, however, the Township shall negotiate  
350 terms and conditions of employment prior to the implementation of such  
351 schedules.

352           G.     Overtime Distribution

353                               1.     Overtime assignments shall be distributed among the respective  
354 division employees covered under this Agreement, in an equitable proportion.

355                               2.     An up to date overtime chart will be kept on a daily basis in the  
356 office of the officer in charge, so as to afford all division employees an equal opportunity  
357 to work overtime on a rotating basis. If an employee is not immediately available to

358 answer a call by the O.I.C. requesting his appearance to work overtime, the O.I.C. will  
359 then call the next employee on the chart.

360 H. Employees working schedules other than 4 – 4, shall be compensated with  
361 an additional fifteen (15) days off per year. The Chief may use the holidays as the days  
362 to be taken by said employees.

363 I. Light Duty

364 All employees covered under this Agreement who are injured on or off  
365 duty and are eligible for light duty assignment, will be required to work a 5-2 work  
366 schedule, 8 hour day, Monday through Friday (40 hours per week); assignment at the  
367 direction of the Chief. Employees who were injured on duty will be permitted to attend  
368 doctors appointments during the work day provided said appointment could not be  
369 scheduled outside of the work day.

370 J. Working Up in Rank

371 Working up in rank assignments are a management prerogative, and as  
372 such shall be determined by the Township (Chief of Police). Any past practice that  
373 existed prior to this Agreement regarding working up in rank assignments is considered  
374 eliminated.

375 1. Working Up in Rank Pay – In absence of a superior officer, all employees  
376 required to perform the duties of their absent superior officer will be compensated  
377 at the prevailing rate of that supervisory position, provided that the employee has  
378 serves in that capacity for a minimum of three (3) or more hours. In the event that  
379 the minimum staffing provided for in General Order No. 056-94 (and as thereafter  
380 amended) requires the Chief of Police to call an employee in for overtime, the



381 Chief of Police will attempt to call in a Lieutenant for a Lieutenant and a Sergeant  
382 for a Sergeant, however, in the event that minimum staffing can be maintained,  
383 Sergeants will work up for Lieutenants and patrolmen will work up to Sergeants.

384  
385 In the absence of all Superior Officers on the shift the Township shall call in a  
386 Lieutenant.

387 Lieutenants will be allowed to work up as Captains. However, such assignments  
388 also remain a management right and are to be assigned by the Chief of Police.

389 K. In-service Training

390 Each employee will be compensated at a straight time rate for the first  
391 eight (8) hours of in-service training during the calendar year. In-service training in  
392 excess of eight (8) hours shall be compensated at a rate of time and one-half.

393 L. Muster Time

394 Employees shall be paid in accordance with these provisions for any  
395 required muster time.

396 **ARTICLE VII**

397 **Longevity**

398 A. All employees covered under this Agreement shall receive longevity  
399 payment on the following basis:

- 400 1. 5 years service. . . . .2 1/2%
- 401 2. 10 years service. . . . .5%
- 402 3. 15 years service. . . . .7 1/2%
- 403 4. 20 years service. . . . .10%

404 5. 24 years service. . . . .12 1/2%

405 6. 29 years service. . . . .15%

406 B. Consecutive years in service shall be computed from the date of initial  
407 employment by the Township, except where service was interrupted. In such cases,  
408 consecutive years service shall be computed as follows:

409 1. Authorized leave of absence at employee's request from date of  
410 initial employment less time for leave of absence.

411 2. Resignation and subsequent rehiring

412 If a person resigns and is rehired within one (1) year of his  
413 resignation, he shall be allowed to work five (5) consecutive years and then have his time  
414 bridged back to his original hiring date and all benefits and longevity pay shall be  
415 forthcoming.

416 3. Military Service

417 Employment shall be considered as uninterrupted except no credit  
418 shall be allowed for service in the Armed Forces.

419 4. Disciplinary Action - no credit shall be allowed for the amount  
420 of time lost due to a disciplinary action.

421 C. Longevity shall be paid on a biweekly basis as part of the regular pay.

422 **ARTICLE VIII**

423 **Vacation**

424 A. Each superior officer shall receive twenty-four (24) vacation days.

425 B. All employees shall be permitted to carry over ten (10) vacation days  
426 into the new year provided request to carry over is submitted by October 1st of current

427 year, subject to approval of Chief or Business Administrator.

428 **ARTICLE IX**

429 **Holidays**

430 A. All superior officers will be paid for the following holidays.

431	New Year's Day	Labor Day
432	Martin Luther King's Birthday	General Election
433	Lincoln's Birthday	Veteran's Day
434	Washington's Birthday	Thanksgiving Day
435	Good Friday	Thanksgiving Day
436		(following Friday)
437		
438	Memorial Day	Christmas Day
439	Primary Election	One (1) floating
440		holiday
441		
442	Independence Day	

443 B. Holiday pay is to be part of employee's base annual salary for  
444 pensions, and therefore subject to pension contributions; holiday pay is not counted into  
445 base salary for hourly rate, overtime or longevity.

446

447 **ARTICLE X**

448 **Sick and Bereavement Leave**

449 A. **Sick Leave**

450 1. Sick leave is to be considered an insurance type benefit, to be used  
451 when needed due to personal illness or physical incapacity. Sick leave may be used for  
452 illness in an employee's immediate family, requiring the Immediate family is defined as:  
453 mother, father, mother-in-law, father-in-law, grandparents, husband, wife, son, daughter,

454 brother, sister, brother-in-law, sister-in-law or any blood relative residing in the  
455 employee's household.

456                   2. Each employee shall have twelve (12) sick days per year. Sick days  
457 shall be allocated on a one sick day per month basis.

458                   3. Any officer who is entitled to sick time and is sick for more than five  
459 (5) consecutive days shall be required to furnish his department head with a doctor's  
460 certificate stating the nature of the illness and the expected date of return to work.

461                   4.       Accrued Sick Leave-Annual Cash-In, Retirement or Death

462                   a. No later than October 1 of each year the S.O.A. shall send to the  
463 Business Administrator list of employees who wish to cash in a number of that year's  
464 unused sick days. The following procedure shall be utilized:

465                   (1) The Township shall, at its sole discretion, determine the  
466 amount of money available for such purpose. The amount shall then be divided by the  
467 average daily base salary of the employees of this unit and an average number of days  
468 which the Township can afford to cash in shall be established. This shall also be  
469 accomplished by October 1.

470                   (2) In order for an employee to avail himself/herself of this  
471 program they may have used no more than (5) sick days throughout the year.

472                   (3) Once the Township has determined the amount of money  
473 available and the average number of days which it could cash in, it shall determine jointly  
474 with the F.O.P. the maximum number of days each qualified employee may cash in,  
475 which, however, shall not exceed ten (10). This shall be accomplished no later than  
476 November 1.

477 (4) Eligible employees shall be notified as to the maximum  
478 number of days which they cash in. The employee, no later than November 15, shall, at  
479 his or her option elect the number of days, if any, to be cashed in. Those availing  
480 themselves of this option shall receive a check for the cashed in days no later than the last  
481 pay period in December.

482 (5) It is understood that once cashed in those days are no longer  
483 accrued by the employee nor are they available for use as sick days.

484 b. Each full time employee who retires for reasons of physical  
485 disability, age, or length of service to the Township shall be entitled to collect upon  
486 retirement, payment in full, on a per diem basis, all accrued sick leave. In the case of an  
487 employee's death, said payment shall be made to the beneficiary as indicated on the  
488 police and firemen's retirement system forms.

489 c. Effective January 1, 1984, employees will be permitted to  
490 accrue no more than two hundred eighty (280) sick days for the purpose of payment  
491 under this section. Any employee hired after January 1, 1984 shall be permitted to accrue  
492 no more than one hundred (100) days for the purposes of this section. Any employee  
493 hired after July 1, 1994, shall be permitted to accrue sick leave for severance purposes as  
494 follows:

495 One (1) day's pay for every two (2) days accrued sick days with a  
496 maximum cash payment of fifteen thousand (\$15,000) dollars.

497  
498 However, employees may continue to accrue sick time beyond the aforementioned  
499 figures for the purposes noted in Section 1 above.

500 **Retirement Payout terms and conditions:**

501 (1) Employees with a cap of 280 days of accumulated sick leave,  
502 as limited by this section shall upon retirement be paid out in the  
503 following three budget years in three (3) equal payments made in January  
504 of each year. No payment shall be made in the budget year that the  
505 employee retires.

506 (2) Employees with a cap of 100 days of accumulated sick leave,  
507 as limited by this section shall upon retirement be paid out in the  
508 following two budget years in two (2) equal payments made in January of  
509 each year. No payment shall be made in the budget year that the  
510 employee retires.

511 (3) Employees who are permitted to accrue sick leave for a buy-out  
512 based upon the “one day for every two days accumulated sick leave”  
513 formula with a maximum cash payment of \$15,000, shall receive their  
514 payment in one lump sum in January of the following fiscal year. No  
515 payment shall be made in the budget year that the employee retires.

516 (4) Any employee whose accumulated sick limit was reduced  
517 below the above listed limits shall continue to be subject to that reduced  
518 limitation.

519 5. In case of resignation, said employee shall be paid fifty percent (50%)  
520 of his accrued sick leave in accordance with the caps set forth in Section c. If dismissed  
521 for just cause, said employee is entitled to a hearing before the Council, or a committee  
522 thereof, to determine whether there are any equitable reasons to justify payment for sick  
523 leave based on good cause.

524                   6. The Chief of Police, or his designee, may verify the illness or injury of  
525 any employee. Such verification procedure may include a telephone call or visit to the  
526 employee's home.

527                   7. The Chief of Police, or his designee, may require an employee to  
528 submit to a physical examination. Such examination is to be conducted at the  
529 Township's expense.

530                   B. Bereavement Leave

531                   1.       Death in Employee's or Employee's Spouse's Immediate Family

532

533                   a. Five (5) days bereavement leave shall be provided to each  
534 employee without deduction of pay for each occurrence of death in the employee's or the  
535 employee's spouse's immediate family. The five (5) days shall be work days.

536                   b. The immediate family shall be defined as father, mother,  
537 stepfather, stepmother, brother, sister, stepbrother, stepsister, grandfather, grandmother,  
538 spouse, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, mother-in-  
539 law, father-in-law, sister-in-law, brother-in-law, spouse's grandparents, or any other  
540 relative within the household of the employee.

541                   c. A working day is defined as any scheduled eight (8) hour tour  
542 of duty prescribed by the employee's work chart.

543                   2.       Death of a Relative or Spouse's Relative Outside the Immediate  
544 Family

545                   a. Three (3) days bereavement leave shall be granted in the event  
546 of the death of a relative or spouse's relative outside the immediate family as defined  
547 above. Sick leave may be used if additional time is required.

548 b. A relative outside the immediate family is defined as: aunt,  
549 uncle, niece, nephew. One (1) day leave shall be granted in the event of a death of the  
550 employee's first cousin.

551 c. Such leave shall be granted up to and including the date of the  
552 funeral service. The employee's normally scheduled day off shall be included as  
553 bereavement leave in the event of a death of a relative outside the immediate family.  
554 Vacation time shall not be included as an off day.

555 **ARTICLE XI**

556 **Health and Disability**

557 A. **Health Insurance**

558 1. (a) All employees and their spouses and children shall be covered under  
559 the Horizon BCBSNJ Blue Card PPO; a prescription plan covering one hundred percent  
560 (100%); a dental plan with a maximum of two thousand five hundred dollars (\$2,500.00)  
561 for Class A services and with a maximum of two thousand dollars (\$3,000.00) for  
562 orthodontia.

563 (b) Prescription program shall be modified to provide for \$12.00 co-  
564 pay for non-generic prescriptions and a \$5.00 co-pay for generic prescriptions.

565 (c) A Point of Service program (POS) shall be available for any  
566 employee who voluntarily decides to utilize said program.

567 2. An H.M.O. Dental Plan shall be made available at the employer's option  
568 as an alternative to the traditional dental plan.

569 3. Any employee shall have the option of surrendering coverage under the  
570 above-provided health and hospitalization coverage. Any employee who surrenders said



571 coverage for 12 consecutive months shall receive a cash payment equal to half of the  
572 Township's cost for the benefit. Said payment shall not be incorporated into the base  
573 pay, and shall not be pensionable. The employee must provide the Township with  
574 written notice of their intent prior to the commencement of the 12 month period. In order  
575 to qualify for this payment, the employee will be required to provide proof of other health  
576 insurance coverage. Payment shall be made bi-weekly during the pay periods of said  
577 coverage if coverage was surrendered.

578 Surrender for the following year shall not be considered automatic. Conversely,  
579 every employee shall be considered as covered and shall be so covered unless and until  
580 such time as an employee shall affirmatively notify the Township in writing to the  
581 contrary.

582 4. The Township shall have the right to select the insurance carrier or carriers to  
583 provide the aforementioned services and benefits provided that any new policy and plan  
584 is comparable to the policy and plan which was in existence at the effective date of this  
585 Agreement.

586 5. No later than forty-five (45) days prior to the Township exercising the rights  
587 provided in Section A.2 above, the Township shall present to the S.O.A. President, notice  
588 of the Township's intention to change carriers or self-insure, and furnish to the President  
589 a copy of the proposed new policy or plan. No change shall be made by the Township  
590 sooner than forty-five (45) days after the aforementioned information has been furnished  
591 to the S.O.A.

592 6. Effective as soon as permitted by the Township's Insurance carriers, all  
593 employees shall sign a coordination of health benefits agreement and update said

594 agreement information each year. In the event that the employee's spouse is employed,  
595 or becomes employed, and where such employer provides health benefits for which the  
596 spouse is or becomes eligible, and the spouse is not required to contribute to the  
597 premiums of those benefits, said spouse shall be required to obtain such coverage as their  
598 primary health insurance. Dependents shall be primary on the plan whose birth date of  
599 the employee or the spouse comes first in the calendar year. The Township shall  
600 maintain coverage provided in the section as a secondary insured.

601 B. Injury in the Performance of Duty

602 1. Any superior officer who is injured while acting in the performance of  
603 his duty shall receive full pay, less the workers' compensation temporary disability  
604 payments to which he is entitled until such time as he is eligible for payments under the  
605 Police and Firemen's Retirement System of the State of New Jersey.

606 2. The determination as to whether or not the injury was sustained in the  
607 performance of duty shall be in accordance with the findings of the Division of  
608 Workmen's Compensation or in the event that said findings were appealed to the Courts  
609 upon the findings of the Courts of the State of New Jersey.

610 C. The Township shall provide all parties covered under this contract with an  
611 optical plan which shall cover the employee and his family. Such plan shall be equal to  
612 or better than the existing plan. The vision program shall be modified to provide for a  
613 \$200 per year family benefit.

614 D. Health Benefits-Death of Employee

615 1. In the event of the death of anyone covered under this contract, his or  
616 her health benefits shall be provided for their spouse and family for a period of two (2)

617 years or less should the spouse remarry within the two (2) years time. In the event the  
618 spouse does not remarry, but has dependent children, the coverage will be provided until  
619 the dependent children reach the age of nineteen (19). In the event that dependent  
620 children are attending college, then the coverage shall be extended to age twenty-three  
621 (23).

622 2. In the event of the death of an employee covered under this Agreement,  
623 who dies as a result of injuries incurred in the line of duty, his or her health benefits shall  
624 be provided for their spouse until the spouse remarries or dies, whichever comes first. In  
625 the event the spouse does not remarry, dependent children shall be covered until they  
626 attain the age of nineteen (19). In the event that dependent children are attending college,  
627 then the coverage shall be extended to age twenty-three (23).

628 E. The Township and the F.O.P. have agreed to the concept of an Employee  
629 Stress Assistance Program.

630 F. The Township shall pay all premiums for a fifty thousand dollar (\$50,000)  
631 term life insurance policy for each employee. Beneficiary to be determined by the  
632 employee.

633 **ARTICLE XII**

634 **College Incentive Plan**

635 A. Once an Associate's Degree has been obtained, the officer will receive  
636 as a permanent part of his salary, the sum of one thousand dollars (\$1,000) per annum;  
637 and for a Bachelor's Degree, the sum of fifteen hundred dollars (\$1,500) per annum in  
638 lieu of the aforementioned lump sum payments. Any officer earning a Master's Degree

639 shall receive two thousand dollars (\$2,000) per annum in lieu of the aforementioned lump  
640 sum payments.

641 **ARTICLE XIII**

642 **Leave of Absence**

643 A. A leave of absence without pay may be granted for good cause to any superior  
644 officer for a period of up to six (6) months. Maternity leaves are also included in this  
645 leave of absence. Such leave shall be granted at the sole discretion of the Business  
646 Administrator after recommendation from the Chief of Police. The leave may be  
647 extended for up to an additional six (6) months at the sole discretion of the Business  
648 Administrator after recommendation from the Chief of Police.

649 B. Leave provided hereunder shall not be arbitrarily or unreasonably denied.

650 C. A female officer who is pregnant and has been diagnosed by the Township  
651 physician as being disabled and unable to perform her regular assigned duties, shall have,  
652 at the option of the Chief, the opportunity to work on a "light duty" status. She shall have  
653 the opportunity to return to "light duty" following her delivery until such time as the  
654 Township physician certifies her ability to return to regular duty. In the event the  
655 officer's physician disagrees with the medical opinion of the Township physician, the  
656 matter shall be referred for resolution to a third doctor selected by the employee's  
657 physician and the Township physician. In the event the parties are unable to agree upon  
658 the selection of a third doctor, such doctor will be appointed by the County Medical  
659 Association. The fee of the third doctor, if required, shall be paid for by the Township.

660 **ARTICLE XIV**

661 **Disciplinary Action**

662 A. No employee shall be disciplined, reprimanded, reduced in rank or  
663 compensation except for just cause, in accordance with State law, nor shall he be  
664 suspended without pay when no formal charges have been preferred for more than seven  
665 (7) days.

666 B. Written reprimand shall be grievable up to the Township Mayor. Any  
667 employee has the right to attach a written response to any written reprimand within seven  
668 (7) days of its receipt or final determination of the grievance adverse to the grievant.

669 C. Oral reprimands shall be grievable up to the Chief of Police.

670 D. Following one (1) year's time, an employee may request of the Chief of Police  
671 that a written reprimand be removed from his personnel file and the record expunged.  
672 Approval of such request shall not be arbitrarily or capriciously denied.

## 673 **ARTICLE XV**

### 674 **Employee Rights**

675 A. The wide ranging powers and duties given to the Department and its members  
676 involve them in all manners of contracts and relationships with the public. Out of these  
677 contracts may come questions concerning the actions of the members of the force. In an  
678 effort to ensure that investigations are conducted in a manner which is conducive to good  
679 order and discipline, the following rules are hereby adopted:

680 1. The interrogation of any employee shall be when the employee is on  
681 duty. If it is required that the employee report to headquarters on his official duty hours,  
682 he shall be compensated on an overtime basis as set forth in this Agreement, unless it is  
683 determined he is remiss in his duties or found guilty of a preferred charge.

684                   2. The employee shall immediately be informed of the nature of the  
685 investigation before any interrogation commences. If the informant or complainant is  
686 anonymous, then the employee shall be so advised. All non-confidential information to  
687 apprise the employee of the allegations will be provided. If known that the employee is  
688 being interrogated as a witness only, he will be so informed at the initial contact.

689                   3. The questioning shall be conducted for brief periods in length.  
690 Respites will be allowed. Time will be provided for personal necessities, meals,  
691 telephone calls, and rest periods as are necessary.

692                   4. The interrogation of the employee shall not be recorded without his  
693 knowledge.

694                   5. The employee will not be subject to any offensive language, nor will he  
695 be threatened with transfers, dismissal, or any other disciplinary action. No promises of  
696 any nature will be made as an inducement to answering questions. Nothing herein shall  
697 be construed to prevent the investigating officer from informing the member of the  
698 possible consequences of his acts.

699                   6. If any employee is under arrest or is likely to be, or is a suspect, or  
700 target of a criminal investigation, he will be given his rights pursuant to current decisions  
701 of the United States Supreme Court.

702                   7. In all cases and in every stage of the proceedings in the interest of  
703 maintaining the usual high morale of the force, the Township shall afford an opportunity  
704 for a member of the force, if he so requests, to consult with counsel and/or his  
705 Association representative(s) before being questioned concerning a violation of the rules,  
706 laws, and regulations which could result in a disciplinary action. During the interrogation

707 of a member of the force, the member shall have a representative of the Association  
708 present plus legal counsel, if he so desires. A form shall be provided by the Police  
709 Department to all parties covered under this contract who are questioned or interrogated,  
710 and the S.O.A. member must sign and date this form if he decides not to have  
711 representation. This signed and dated form shall provide a waiver of representation for  
712 P.B.A. 127.

713 **B. Rights and Protective Representation**

714 Pursuant to Chapter 123, Public Laws 1975, the Council hereby agrees  
715 that every employee of the Township shall have the right freely to organize, join and  
716 support the S.O.A. and its affiliates for the purpose of engaging in collective negotiations  
717 and other concerted activities exercising governmental powers under the laws of the State  
718 of New Jersey. The Council undertakes and agrees that it shall not directly or indirectly  
719 discourage or deprive or coerce any employee in the enjoyment of any rights conferred  
720 by Chapter 123, Public Laws 1975, or other laws of New Jersey or Constitution of New  
721 Jersey of the United States; that it shall not discriminate against any employee with  
722 respect to wages, hours, or any terms and conditions of employment by means of his  
723 membership in the S.O.A. and its affiliates, his participation in any activities of the  
724 S.O.A. and its affiliates, collective negotiations with the Council, or his institution of any  
725 grievance, complaint or proceeding under this Agreement or otherwise with respect to  
726 any terms and conditions of employment.

727 **C. Statutory Savings Clause**

728 Nothing contained herein shall be construed to deny or restrict any  
729 employee such rights as he may have under New Jersey Statutes, the Constitutions of

730 New Jersey and the United States, or other applicable laws and regulations. The rights  
731 granted to employees hereunder shall be deemed to be in addition to those provided  
732 elsewhere.

733 D. Required Meetings or Hearings

734 Whenever any employee is required to appear before any administrative  
735 officer or supervisor, Council or any Council member, representative or agent thereof,  
736 concerning any matter which could adversely affect the continuation of that employee in  
737 his office, assignment, rank, employment, salary or any increments pertaining thereto,  
738 then he shall be given prior written notice of the reasons for such meeting or interview  
739 and shall be entitled to have representative(s) of the S.O.A. or his designee present to  
740 advise him and represent him during such meeting or interview. Any suspension of a  
741 superior officer shall be with or without pay in accordance with law.

742 **ARTICLE XVI**

743 **Management Rights**

744 A. The Township of Old Bridge hereby retains and reserves unto itself all  
745 powers, rights, authority, duties and responsibilities conferred upon and vested in it prior  
746 to the signing of this Agreement by the laws and Constitution of the State of New Jersey  
747 and of the United States, including, but without limiting the generality of the foregoing  
748 the following rights.

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



753                   2. To make rules of procedure and conduct, to use improved methods and  
754 equipment, to decide the number of employees needed for any particular time and to be in  
755 sole charge of the quality and quantity of the work required.

756                   3. The right of management to make such reasonable rules and regulation  
757 as it may from time to time deem best for the purposes of maintaining order, safety  
758 and/or the effective operation of the Division after advance notice thereof to the  
759 employees to require compliance by the employees is recognized.

760                   4. To hire all employees, to promote, transfer assign or retain employees  
761 in positions within the Township.

762                   5. To suspend, demote, discharge or take any other appropriate  
763 disciplinary action against any employee for good and just cause according to law.

764                   6. To lay off employees in the event of funds or under conditions where  
765 continuation of such work would be inefficient.

766                   B. In the exercise of the foregoing powers, rights, authority, duties and  
767 responsibilities of the Township, the adoption of policies, rules, regulations, Code of  
768 Conduct and practices in the furtherance thereof, and the use of judgment and discretion  
769 in connection therewith, shall be limited only by the specific and express terms of this  
770 Agreement and then only to the extent such specific and express terms hereof are in  
771 conformance with the Constitution and laws of New Jersey and of the United States.

772                   C. Nothing contained herein shall be construed to deny or restrict the Township  
773 of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any other  
774 national, State, County or local laws or regulations.

775                   D. It is agreed that no Section of this Article may constitute the basis of a

776 grievance that may be submitted to arbitration.

777

778

779 **ARTICLE XVII**

780 **Legal Aid**

781 The Township shall provide legal aid to its officers in accordance with State  
782 statute. In this case, the officer may choose his attorney and the Township shall pay for  
783 his legal services in accordance with the municipal attorney's prevailing rates.

784

785 **ARTICLE XVIII**

786 **Non-Discrimination**

787 A. The Township and the S.O.A. agree that there shall be no discrimination  
788 against any employee because of race, creed, color, religion, sex, national origin,  
789 domicile, marital status, or political affiliation.

790 B. The Township and the S.O.A. agree that all employees covered under this  
791 Agreement have the right without fear of penalty or reprisal to form, join and assist any  
792 employee organization or to refrain from any such activity. There shall be no  
793 discrimination by the Township or the S.O.A. against any employee because of the  
794 employee's membership or non-membership or activity or non-activity in the S.O.A.

795 **ARTICLE XIX**

796 **Outside Employment and Activities**

797 A. Officers shall be entitled to engage in any lawful activity and obtain any  
798 lawful work while off duty.

799 B. It is understood that the full-time officers will consider their position with the  
800 Township as their primary employment. Any outside employment or activity must not  
801 interfere with the officer's efficiency in his position with the Township and must not  
802 constitute any conflict of interest.

803 C. Any officer planning to or engaging in any outside employment or activity  
804 during his off duty hours may be permitted to wear the regulation uniform with the  
805 approval of the Chief of Police.

806 D. All outside employment shall be listed with the Chief of Police. The  
807 information provided to the Chief of Police shall include the outside officer's name and  
808 address, the employer's name and address, and the officer's work schedule.

809 Effective January 9, 2006, the following Section E shall be in effect:

810 E. Extra Duty Jobs

811 1. Extra duty jobs shall be defined as those requests made of the Township  
812 for extra or special police coverage which would not be considered part of the  
813 regular shift's responsibilities and for which the requesting party is required to  
814 pay for those services.

815 2. All actively employed full time officers, who are not under suspension,  
816 assigned to light duty, or subject to a criminal investigation, shall be eligible for  
817 this extra duty work. No officer shall be denied access to eligibility to said work  
818 without just cause.

819 3. As these extra jobs become available, the nature and location of the job,  
820 the number of hours and officers required, the expected duration of the job, and  
821 any special criteria needed shall be posted on all normal posting places. A copy

822 of the same shall be simultaneously given to the President of the F.O.P. or his/her  
823 designee.

824 4. A sign up list shall be maintained for extra duty jobs. Any officer  
825 interested in becoming available to work such job(s) shall sign the appropriate  
826 list. An officer may sign as many, few, or no lists as is the individual's  
827 prerogative.

828 5. Distribution of said extra jobs shall be carried out in a manner and  
829 procedure which is the same as for regular overtime call-in and distribution.

830 6. Policies concerning the performance of extra duty jobs shall be  
831 developed by the Chief of Police.

832 7. The overtime rate for extra duty jobs only shall continue to be  
833 calculated based upon a thirty-seven and a half (37 1/2 ) hour workweek.

## 834 **ARTICLE XX**

### 835 **Grievance Procedure**

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

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

#### 842 C. Definition

843 With regard to employees, the term "grievance" used herein means an  
844 appeal by an individual or group of employees regarding the application or interpretation

845 of this Agreement. Such grievance may be processed through the entire grievance  
846 procedure except as noted in Step Five below.

847 D. The following constitutes the sole and exclusive method for solving  
848 grievances between the parties covered by this Agreement.

849 Step One. Any grievance must be filed within thirty (30) days after the  
850 occurrence of application or interpretation of this Agreement which gives rise to any  
851 dispute. An earnest effort shall be made within three (3) working days after the filing of  
852 the grievance by the grieved employee and/or Association and his immediate supervisor  
853 for the purpose of resolving the matter informally.

854 Step Two. If no satisfactory agreement is reached within three (3)  
855 working days after Step One, then the grievance shall be reduced to writing and  
856 submitted through chain of command to the employee's Bureau Commander.

857 Step Three. If no satisfactory agreement is reached within five (5)  
858 working days after Step Two, then a conference will be arranged with the Chief of Police  
859 or his designee.

860 Step Four. Should no acceptable agreement be reached within five (5)  
861 working days after Step Three, then the matter shall be submitted to the Business  
862 Administrator or his/her designee, who shall have ten (10) working days to submit his/her  
863 decision.

864 Step Five.

865 a. The parties agree that the last step of the grievance arising out  
866 of the interpretation or application of Article XVI, Management Rights, Section A,  
867 subsections 2 and 4 shall be at the Mayor's level. Such grievance shall be submitted

868 within ten (10) working days of the receipt of the Business Administrator's response, a  
869 meeting between the S.O.A. and the Mayor shall be scheduled within the ten (10)  
870 working days thereafter. Following the meeting the Mayor shall have ten (10) working  
871 days to submit the Mayor's decision in writing.

872                   b. The parties agree, that in the event the last Step of the grievance  
873 is not satisfactorily resolved, either party may, within twenty (20) days request binding  
874 arbitration by serving said request upon the other. In that event, the parties, in  
875 accordance with the rules of the New Jersey Public Employment Relations Commission  
876 shall agree upon one arbitrator whose decision shall be binding.

877                               (1) The decision of the arbitrator shall be in writing and  
878 shall include the reasons for such decision.

879                               (2) The arbitrator shall decide only the single issue submitted  
880 to him unless parties by mutual consent agree to submit multiple issues to the same  
881 arbitrator.

882                               (3) The costs of the arbitrator shall be borne equally by the  
883 parties. Any other costs shall be borne by the party incurring same.

884           E. In the event management alleges a violation of the provisions of this contract,  
885 notice shall within thirty (30) days of the alleged violation be served upon the S.O.A. and  
886 the parties shall meet within ten (10) days to attempt to resolve the matter. In the event  
887 the matter is not satisfactorily resolved within fifteen (15) days of the first meeting, then  
888 either party, unless the time periods are mutually extended, may invoke the arbitration  
889 provisions set forth above.

890 F. Nothing contained herein shall prevent any employee from presenting his own  
891 grievance and representing himself provided the S.O.A. is given notification of all  
892 correspondence, meetings and grievance answers, and provided representatives of the  
893 S.O.A. are given the opportunity to be present at all steps of the grievance procedure up  
894 to the last appropriate step as contained herein but excluding Step Five, b., arbitration.

895 G. The time limits expressed herein shall be strictly adhered to. If any grievance  
896 has not been initiated within the time limit specified, then the grievance shall be deemed  
897 to have been abandoned. If the grievance is not processed to the next succeeding step in  
898 the grievance procedure within the time limits prescribed thereunder, then the disposition  
899 of the grievance at the last preceding step shall be deemed to be conclusive. If a decision  
900 is not rendered with the time limits prescribed for decision at any step in the grievance  
901 procedure, then the grievance shall be deemed to have been denied. Nothing herein shall  
902 prevent the parties from mutually agreeing to extend or contract the time limits for  
903 processing the grievance at any step in the grievance procedure.

904 **ARTICLE XXI**

905 **Clothing and Meal**

906 A. All Officers shall be responsible for maintaining their uniforms and for the  
907 purchase of uniform components that become worn or torn for reasons that do not relate  
908 to damages that occurred during actions taken during the course of their assigned duties.

909 1. Notwithstanding the language in paragraph (A), costs of any  
910 mandated uniform changes required by the Chief of Police shall initially be borne by the  
911 Township.

912                   2.       Notwithstanding the language in paragraph (A), Officers shall  
913 receive, at the Township’s expense, additional uniform components whenever their  
914 uniforms are torn as a result of a documented result of the performance of their duties  
915 during the line of duty.

916                   B.       A meal allowance of ten (10) dollars per day shall be paid to all officers  
917 who are required by the Township to attend school, when meals are not included in the  
918 registration fee or provided by the school. Any officer who attends a school which  
919 causes him to be away overnight will receive a meal allowance of thirty (\$30.00) dollars  
920 per day (receipts required).

921   **ARTICLE XXII**

922   **Rules and Regulations**

923                   The S.O.A. may submit any input on revisions of the department rules and  
924 regulations to the promulgating authority in written format at any time during the life of  
925 the contract and in particular, after notice of intent to amend any portion, prior to the  
926 promulgation of any department rules. In addition, this provision shall not be deemed to  
927 be a waiver of any right of the F.O.P. to negotiations concerning terms and conditions of  
928 employment afforded by amendments to existing rules.

929   **ARTICLE XXIII**

930   **Seniority**

931                   A. Seniority is defined as the accumulated unbroken length of service with the  
932 department computed from date of hire. An employee's length of service shall not be  
933 reduced by time, loss due to authorized leave of absence for a bona fide illness or injury  
934 certified by a physician for a period not to exceed one (1) year, and such certification



935 shall be subject to review and approval by the Township physician. Seniority shall be  
936 lost and employment terminated by reason of discharge or resignation.

937 B. The principles of seniority shall apply to employees covered by this  
938 Agreement as to selection of vacation periods, compensatory days off and reductions in  
939 force. Seniority will be a consideration for work assignments providing the employee is  
940 qualified to perform such assignment.

941 C. Upon receiving a promotion, it is understood that full seniority rights within  
942 said position shall commence with the initial date of appointment to that position.

943 D. For the purpose of a reduction imposition, seniority in the position will take  
944 precedence. In the event that two or more employees were promoted to the same position  
945 or rank on the same date, then the employee with the greatest amount of departmental  
946 seniority shall be the last individual reduced or laid off.

947 E. It is understood that no new promotions will be made until any individual who  
948 was reduced in rank or position due to a layoff has been restored to the full rank and  
949 position held on the date of the layoff.

## 950 **ARTICLE XXIV**

### 951 **Personnel File**

#### 952 A. Derogatory Material

953 No derogatory material concerning a superior officer's conduct, service or  
954 character shall be placed in his personnel file unless the officer has been given an  
955 opportunity to review the material. The officer shall acknowledge that he has been given  
956 the opportunity to review such material by affixing his signature to the copy to be filed  
957 with the express understanding that such signature does not necessarily indicate

958 agreement with the contents thereof. The officer shall also have the right within seven  
959 (7) calendar days of such opportunity to submit a written response to such material for  
960 attachment to the file copy.

961 B. Personnel File

962 Each superior officer shall have the right, upon request, to review the  
963 contents of his/her personnel file. Each officer shall be entitled to have representative(s)  
964 of the S.O.A. accompany him/her during such review.

965 **ARTICLE XXV**

966 **Miscellaneous**

967 A. Upon retirement from the Police Department, all parties covered under this  
968 Agreement shall receive all health benefits in effect at the time of retirement at a fifty  
969 percent (50%) cost to the Township. Upon completion of at least twenty-five (25) years  
970 in the pension system, the employee shall receive all health benefits in effect at a one  
971 hundred percent (100%) cost to the Township, or as prescribed by law. Employees  
972 covered under this Section will not be required to pay any deductible.

973 The present practice and level regarding said insurance for all employees who  
974 have retired prior to July 1, 1995, shall continue. Commencing with July 1, 1995, and  
975 thereafter, should any modifications in the insurance covered within Article XI, Health  
976 and Disability, except for Long Term Disability \*and Life Insurance affect bargaining  
977 unit members, then the same modifications shall apply to retirees.

978 \* This constitutes no admission by the Township that the present Long Term Disability  
979 Insurance is legal.

980           B. In the event of a reduction in rank due to a reduction in manpower for  
981 financial reasons, the men who have suffered the reduction in rank will be re-upgraded  
982 when the rank opens up again. This will be done on the basis of last man out, first man  
983 back. These parties who will be re-upgraded will not have to take any tests for re-  
984 upgrading; it will be automatic.

985           C.     Upon resignation, retirement or termination, an employee is entitled to all  
986 holiday pay which has been accrued up to that point, as well as the per diem value of all  
987 unused vacation days. Upon the death of an individual covered by this Agreement, all of  
988 the above payments shall be made to his/her beneficiary as stated on his pension  
989 insurance policy.

990           D.     The Township and the FOP shall mutually develop and agree upon an  
991 employee payroll deduction program to cover the entire cost of purchasing long term  
992 disability insurance for the bargaining unit. Effective as soon as permitted by the  
993 Township Insurance carriers per their enrollment periods, Officers with over 25 years of  
994 service may at their option, discontinue paying for long term disability.

995           E.     Effective January 9, 2006 or when permitted by the Township's Insurance  
996 carriers per their enrollment periods, upon retirement all retirees shall sign a coordination  
997 of health benefits agreement. In the event that the retiree becomes re-employed in any  
998 capacity, where such employer provides health benefits for which the retiree is eligible,  
999 and the retiree is not required to contribute to the cost of those benefits, said re-employed  
1000 retiree shall be required to obtain such coverage as their primary insurance. The  
1001 Township shall maintain the coverage outlined in (A), (B), and (C) of Article XI, as a  
1002 secondary insured.

1003 F. Effective January 9, 2006, the Township medical insurance plan will be  
1004 primary for hospitalization for a retiree when the retiree is not eligible for the Medicare  
1005 Part A. benefit. Part B is paid by all retirees.

1006 G. Effective January 9, 2006, the current method in effect for calculating an  
1007 Officer's per diem pay shall remain the same.

1008 H. The term "spouse" wherever used in this Agreement shall include the  
1009 State's definition of "domestic partner."

## 1010 **ARTICLE XXVI**

### 1011 **Separation Agreement**

1012 Upon retirement, an employee entitled to receive payment for accrued time as set  
1013 forth elsewhere in this agreement may elect to receive such payment in a lump sum or by  
1014 way of annual payments. Prior to the employee's effective date of retirement, the  
1015 employee and the Township shall execute a separation agreement setting forth the  
1016 amount of the accrued benefits to be paid and the manner in which the benefits will be  
1017 paid. Effective January 9, 2006, upon retirement, an employee entitled to receive  
1018 payment for accrued time as set forth elsewhere in this agreement shall receive three (3)  
1019 equal payments (this time frame can be amended if mutually agreed to by both parties).  
1020 The first of said payments shall be made on or before January 1 of the budget year  
1021 following the year said employee retires. The second payment shall be made one year  
1022 after the first payment and the third payment shall be made one year after the second  
1023 payment. Prior to the employee's effective date of retirement, the employee and the  
1024 Township shall execute a separation agreement setting forth the amount of the accrued  
1025 benefits to be paid.

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The following form will be used:

SEPARATION AGREEMENT

1. It is agreed between the Township of Old Bridge ("Township") and \_\_\_\_\_ that upon the effective date of retirement, \_\_\_\_\_ is entitled to received the sum of \$\_\_\_\_\_ as full payment for accrued vacation and compensatory time earned, which is payable by the Township in accordance with the terms and conditions of the collective bargaining agreement between the Township of Old Bridge and the FOP Lodge #22. As mutually agreed, \_\_\_\_\_ shall be paid for his accumulated sick leave by way of \_\_\_\_\_ annual payments in the amount of \$\_\_\_\_\_, with the first payment to be issued on or before the second pay period in \_\_\_\_\_.

\_\_\_\_\_  
(employee) Township of Old Bridge  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment: Accumulated Time Breakdown

**ARTICLE XXVII**

**Separability and Savings**

A. If any provision of the Agreement of any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. Should any provision be found contrary to the law, such provision shall no longer serve as operative. Should a change in the law reverse such a standing, the inoperative section shall, from that point forward, be in full force again.

1057 **ARTICLE XXVIII**

1058 **Fully Bargained Provisions**

1059 A. This Agreement represents and incorporates the complete and final settlement  
1060 by the parties on all bargainable issues which were the subject of negotiations. During  
1061 the term of this Agreement, neither party will be required to negotiate with respect to any  
1062 such matter, whether or not covered by this Agreement, and whether or not within the  
1063 knowledge or contemplation of either or both parties at the time they negotiated or signed  
1064 this Agreement.

1065 B. However, there should be no unilateral changes in any negotiable terms and  
1066 conditions of employment.

1067 **ARTICLE XXIX**

1068 **Shift Bid**

1069 A. Each January 15<sup>th</sup> shift assignments shall be made, where all qualifications are  
1070 equal, pursuant to seniority and the needs of the Department. Standard slips shall be  
1071 developed and distributed to all affected personnel no less than two (2) weeks prior to the  
1072 commencement date. The employee shall list his/her shift choices, giving 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup>  
1073 preferences. Assignments shall then be made based upon seniority and the needs of the  
1074 Department. These assignments shall then take effect as of April 1<sup>st</sup>, following the  
1075 submission date and shall remain in effect until the procedure is repeated the following  
1076 year.

1077 B. This shall not be interpreted to mean that the duty assignments or  
1078 appointments, such as detective bureau, traffic, etc., are to be bid. Those assignments or  
1079 appointments remain the prerogative of the Chief of Police or other appropriate authority,

1080 which shall be in accordance with the controlling statutes. Further, in order to meet the  
1081 needs of training and/or specialized abilities, shift assignments may need to be altered in  
1082 order to meet the bona fide safety needs of the citizens of the Township. In these cases  
1083 the changes shall be made with timely notice and explanation and shall last until such  
1084 time as the specific needs have been met, at which time the affected employee shall be  
1085 returned to his bid shift.

1086 **ARTICLE XXX**

1087 **Term Renewal**

1088 A. This Agreement shall be effective as of July 1, 2004 and shall be in effect to  
1089 and including June 30, 2008. This Agreement shall not be extended orally and it is  
1090 expressly understood that it shall expire on the date indicated.

1091 B. In witness whereof, the parties hereto have caused this Agreement to be signed  
1092 by their respective representatives, attested by their respective secretaries and/or clerks  
1093 and their corporate seals to be placed hereon, in the Township of Old Bridge, New Jersey,  
1094 on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

1095 Superior Officers Association  
1096 Fraternal Order of Police  
1097 Lodge #22  
1098  
1099

Township of Old Bridge

1100 By: \_\_\_\_\_

By: \_\_\_\_\_

1101  
1102 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

1103  
1104 Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

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1106 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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