

**COLLECTIVE BARGAINING AGREEMENT**

**January 1, 2011 – December 31, 2015**

**BETWEEN**

**TEWKSBURY TOWNSHIP PBA LOCAL 386,**

**AND**

**THE TOWNSHIP OF TEWKSBURY**

Prepared by:

METS SCHIRO & MCGOVERN, LLP  
555 U.S. Highway 1 South, Suite 240  
Iselin, New Jersey 08830  
(732) 636-0040 tel.  
(732-636-5705 fax  
PBA Attorneys

The Vex Labor & Employment Law Firm  
Waterview Plaza  
2001 Route 46, Suite 310  
Parsippany, New Jersey 07054  
(973) 402-4285  
Attorneys for the Township of Tewksbury

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
	3
I.	3
II.	3
III.	4
IV.	4
V.	4
VI.	6
VII.	7
VIII.	9
IX.	10
X.	11
XI.	12
XII.	13
XIII.	13
XIV.	14
XV.	14
XVI.	15
XVII.	15
XVIII.	15
XIX.	16
XX.	16
XXI.	17
XXII.	18
XXIII.	18
XXIV.	18
XXV.	19
XXVI.	19
XXVII.	19
XXVIII.	21
<del>XXIX.</del>	22

XXIX

This agreement made this \_\_\_ day of \_\_\_\_\_, by and between the TOWNSHIP OF TEWKSBURY, a municipality in the County of Hunterdon, State of New Jersey, hereinafter referred to as the "Employer", and the TEWKSBURY TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 386, hereinafter referred to as the "PBA".

**WITNESSED:**

**PREAMBLE:**

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to the rates of pay, hours of work, and other conditions of employment consistent with the law;

NOW THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the PBA as follows:

**ARTICLE I**  
**RECOGNITION**

1. The Employer recognizes the PBA as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of the members of the bargaining unit, which shall be defined as: all full-time police officers employed by the Employer, but excluding the Chief of Police and special officers.
2. The term "employee" as used hereinafter, shall be interpreted interchangeably with the term "Police Officer."

**ARTICLE II**  
**NEGOTIATION PROCEDURE**

1. The Employer and the PBA agree, at the request of either party, to enter into negotiations for a Successor Agreement in accordance with the Rules and Regulations of the Public Employment Relations Commission. In such negotiations, each party shall be free to propose and negotiate with regard to all appropriate subjects, which it desires to place before the other for consideration. Such Agreement shall apply to all members of the bargaining unit and shall be reduced to writing and, after ratification, signed by the parties.
2. The parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations,

consistent with their status as representatives of their principals. No proposals shall be binding until formally approved by the principals.

**ARTICLE III**  
**SEVERABILITY CLAUSE**

1. In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall re-negotiate concerning any such invalidated provisions.
2. It is understood and agreed that upon mutual consent of both the Employer and the PBA that the two parties may meet for the purpose of affecting a change or providing an addendum to any section of this Agreement. It is further understood and agreed upon that the remaining sections of the Agreement shall remain in full force and effect.

**ARTICLE IV**  
**RETENTION OF BENEFITS**

It is understood and agreed upon that all rights, privileges and benefits which the employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement and not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

1. **Definition**  
The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment under this Agreement, and may be raised by an individual unit employee, a group of unit employees, or the PBA, at the request of any such individual or group (hereinafter referred to as the "grievant").
2. **Steps of the Procedure**  
**Step One:** A grievance initially must be filed within thirty (30) calendar days from the date on which the act which is the subject of the grievance occurred or became known to the grievant, whichever is later. The grievance shall be submitted in writing to the Chief of Police, who may conduct a hearing regarding the grievance at his/her discretion, and shall render a decision, in writing, within fifteen (15) days of his/her receipt of the grievance.

**Step Two:** In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Chief of Police has not served a timely written response at Step One, then within fifteen (15) days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Administrator or his/her designee.

The parties shall meet within ten (10) days of this submission and the Administrator, or his/her designee, shall have five (5) days thereafter to make a written response.

**Step Three:** In the event the grievance is not resolved to the satisfaction of the grievant at Step Two, or in the event the Administrator, or his/her designee, has not served a timely written response at Step Two, then within fifteen (15) days after the response set forth in Step Two, the grievant may notify the Township Committee, in writing of his/her intent to submit the grievance to the New Jersey Public Employment Relations Commission (PERC) for binding arbitration. If the grievance is so submitted:

- A.) The arbitrator shall be required to deliver parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his/her award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever, alter the provisions of this Agreement.
- B.) Grievance meetings and hearings shall be held at mutually acceptable times and places. The grievant shall have at his/her request a representative from the PBA and/or a labor consultant to assist in the resolution of the grievance at such meetings and hearings.
- C.) The fees, expenses, and all other proper charges of the arbitrator shall be split equally between the parties; however, each party shall bear his/her own additional costs.
- D.) All grievance hearings scheduled in accordance with the provisions hereof shall be so scheduled so as to avoid time off from regular scheduled shifts. However, in the event a grievant, or witness called by him, is on duty, he/she shall be permitted to attend the said hearing without reduction or loss of pay.
- E.) No reprisals of any kind shall be taken by the Employer, or by any agent thereof, against any grievant or party participating in a grievance procedure or any member of the PBA by reason of such participation.

- F.) All grievance hearings, conducted as outlined herein, shall be conducted in private and shall be attended by the respective parties and/or their representatives, in addition to any witnesses produced by either party for the purposes of testifying at such hearing.

**ARTICLE VI**  
**HOURS OF WORK AND OVERTIME**

1. **Hours of Work.** The workday shall consist of not more than twelve (12) consecutive hours in a twenty-four (24) hour period except in cases of bona fide emergencies. The work period shall consist of 168 hours during a 28 calendar-day cycle under a 4-and-4 work schedule. Employees agree to report for duty fifteen (15) minutes prior to the start of their scheduled shift and shall be permitted to leave fifteen (15) minutes before the end of their tour of duty; provided that all necessary information has been disseminated to the relieving officer who shall be on duty.
  
2. **Distribution of Overtime.** A published overtime list of all employees shall be maintained by the Chief of Police, or his/her designee, and overtime shall be equally distributed to the extent possible on a rotating basis among the officers. Adjustments shall not be made in an employee's scheduled tours of duty, nor shall special police officers be called in to work instead of full-time officers, to avoid overtime.
  
3. **Overtime Rate.** All hours worked in excess of 168 hours during a 28 calendar-day cycle shall be compensated at 1-1/2 times the regular rate of pay with the employee having the option of direct cash payments or compensatory time off.
  - A.) Monetary compensation for overtime worked shall be made within the next pay period after request is made. This will be paid in a separate check.
  
  - B.) Employees may accrue up to 480 hours of compensatory time which may be taken at any time subject to the approval of the Chief of Police, or his/her designee, which approval shall not be unreasonably withheld.
  
  - C.) Compensatory time shall be paid at the rate of the year it is withdrawn. This will be paid in separate check.
  
4. **On-Call and Call-In.** Employees shall each be provided with cell phones and will be required to be on-call in emergency situations only. In event an employee is called in to work during other than regularly scheduled hours (i.e., off-duty court or administrative appearances, police school, firearms qualification, special training, first aid training, etc.) he/she shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half (1-1/2).

5. **Exchange of Duty.** Employees shall be permitted to voluntarily swap their tours of duty subject to the approval of the Chief of Police, or his/her designee, which approval shall not be unreasonably withheld. This provision is not to be construed as to increase the Employer's overtime obligation.
6. **Detective/Juvenile Officer.** An officer assigned to the position of Detective/Juvenile Officer shall work a five-day, 42-hour week, consistent with the 168 hours in a 28-day work cycle. The specific daily hours shall be flexible with the officer submitting his/her anticipated hourly schedule for the following week in with his/her weekly time sheet. Overtime and compensatory time shall remain unchanged and consistent with the current provisions.

**ARTICLE VII**  
**BASE SALARIES AND WAGE**

1. **Base Salary.** The base salary for each rank shall be as follows:

**For Officers Hired Prior to January 1, 2011**

	2011 (0%)	2012 (2%)	2013 (2%)	2014 (2% + Holidays)	2015 (2%)
Sergeant	\$ 92,787	\$ 94,643	\$ 96,536	\$ 103,877	\$ 105,955
Patrolman 1st Class	\$ 88,372	\$ 90,139	\$ 91,942	\$ 98,934	\$ 100,913
Patrolman 2nd Class	\$ 84,160	\$ 85,843	\$ 87,560	\$ 94,218	\$ 96,102
Patrolman 3rd Class	\$ 80,152	\$ 81,755	\$ 83,390	\$ 89,731	\$ 91,526
Patrolman 4th Class	\$ 71,458	\$ 72,887	\$ 74,345	\$ 79,998	\$ 81,598
Patrolman 5th Class	\$ 62,764	\$ 64,019	\$ 65,300	\$ 70,265	\$ 71,670
Patrolman 6th Class	\$ 41,000	\$ 41,820	\$ 42,656	\$ 45,900	\$ 46,818
Recruit	\$ 34,000	\$ 34,680	\$ 35,374	\$ 38,064	\$ 38,825

**Officers Hired On or After January 1, 2011**

	2011 (0%)	2012 (2%)	2013 (2%)	2014 (2% + Holidays)	2015 (2%)
Sergeant	\$ 92,787	\$ 94,643	\$ 96,536	\$ 103,877	\$ 105,954
Patrolman 1st Class	\$ 88,372	\$ 90,139	\$ 91,942	\$ 98,934	\$ 100,913
Patrolman 2nd Class	\$ 82,328	\$ 83,975	\$ 85,654	\$ 92,168	\$ 94,011
Patrolman 3rd Class	\$ 76,287	\$ 77,813	\$ 79,369	\$ 85,405	\$ 87,113
Patrolman 4th Class	\$ 70,246	\$ 71,651	\$ 73,084	\$ 78,642	\$ 80,214
Patrolman 5th Class	\$ 64,205	\$ 65,489	\$ 66,799	\$ 71,879	\$ 73,316
Patrolman 6th Class	\$ 58,164	\$ 59,327	\$ 60,514	\$ 65,116	\$ 66,418
Patrolman 7th Class	\$ 52,123	\$ 53,165	\$ 54,229	\$ 58,353	\$ 59,520
Patrolman 8th Class	\$ 46,082	\$ 47,004	\$ 47,944	\$ 51,590	\$ 52,621
Patrolman 9th Class	\$ 40,041	\$ 40,842	\$ 41,659	\$ 44,827	\$ 45,723
Recruit	\$ 34,000	\$ 34,680	\$ 35,374	\$ 38,064	\$ 38,825

- A.) Patrolman shall be adjusted to their experiential step on the guide and receive automatic increments as of their respective anniversary dates until they reach the status of Patrolman 1<sup>st</sup> Class.
- B.) A Patrolman's anniversary date shall be their date of hire.
- C.) A new hiree, hired on or after January 1, 2011, without prior Police Training Commission Certified training, shall be enrolled in the first available class offered by the Police Academy. Upon graduation from the academy the recruit shall automatically move to the status of Patrolman 9<sup>th</sup> class, and be placed on probationary status.
- D.) A new hiree, with prior Police Training Commission Certified training, shall immediately be placed on probationary status. The probationary period will apply to all newly hired patrolmen regardless of prior experience with any Law Enforcement Organization, in accordance with the law.
- E.) The probationary period for a new patrolman shall end when the Chief of Police makes the recommendation to the Township Committee, but in no case shall the period exceed twelve (12) months from the beginning of probationary status.
- F.) There shall be twenty-four (24) pay periods per year.
- G.) The Employer will make a reasonable attempt to insure that retroactive pay, resulting from annual increases, is paid, each year by April 15.
2. **Rotations Allowance.** In addition to the above annual base salary, each employee shall receive a Rotation Allowance of two hundred-fifty dollars (\$250), which will be combined with Unreimbursed Expenses and Clothing Allowance to be paid by separate check during the last pay period in April.
3. **Unreimbursed Expenses.** In addition to the above annual base salary, each employee shall receive two hundred-fifty dollars (\$250) for Unreimbursed Expenses, which will be combined with Rotations Allowance and Clothing Allowance to be paid by separate check during the last pay period of April.
- 4. **Longevity Payments.** In addition to the above annual base salary each employee hired prior to January 1, 2001 shall be paid a longevity increment, based upon the years experience from date of hire, in accordance with the following schedule. Disbursements will be made pro rata in regular paychecks with regular pension deductions made:  
     Upon Completion of 5 Years - 2% of base salary  
     Upon Completion of 10 Years - 4% of base salary



Upon Completion of 15 Years - 6% of base salary  
 All hirees hired on January 1, 2001 and thereafter shall not be entitled to the longevity benefit.

5. **Pay for Higher Rank.** An officer temporarily assigned to the duties of a higher rank shall receive the pay of the higher rank effective on the 15th day working in that capacity.

**ARTICLE VIII**  
**COLLEGE INCENTIVE PROGRAM**

1. The full costs of tuition (not to exceed per credit rates for an equivalent degree at Rutgers University) and textbooks will be paid for by the Employer upon successful completion (C+ or higher, or a grade of Pass if + or - not given) of any accredited college course leading to a degree in Law Enforcement, Criminal Justice, Police Science, or a program of instruction related to their employment to be approved by the Chief of Police, within thirty (30) days following the submission of receipts for same. This section of the Agreement shall only apply to the first degree to be obtained by an employee at any particular level (i.e., the first associate's degree, the first bachelor's degree, and the first master's degree.)
2. In addition to the annual base salary, employees hired prior to June 1, 1998 shall be granted a college incentive payment based upon the attainment of the following degrees:

Associates Degree	\$500
Bachelors Degree	\$750
Masters Degree	\$1000

It is understood and agreed that the attainment of a higher degree eliminates any further compensation for the holding of the lower degree.

It is further understood and agreed upon that payments for the holding of degrees shall be made according to the following schedule:

- A.) Degree incentive payments shall be awarded on a recurring annual basis.
- B.) Degree incentive payment shall be paid in full annually in a separate check on the last pay period of November.
- C.) Degree incentive payments are not to be included in base salaries.
- D.) Employees that attain degrees on or before July 1<sup>st</sup> shall receive the full incentive payment for the year in which the degree was attained. Employees that attain degrees after July 1<sup>st</sup> shall receive half of the incentive payment for the year in which the degree was attained.

- E.) Proof of the date of attainment of a degree shall be a letter from the Registrar's office of the College attended, on the College's letterhead.

### **ARTICLE IX**

#### **CLOTHING ALLOWANCE AND MAINTENANCE COSTS**

1. The uniform and equipment items listed below shall be supplied by the Employer in lieu of an employee's first calendar year's clothing allowance. Further, the second calendar year's clothing allowance will be prorated to the anniversary date of the employee. In addition, articles listed shall be distributed to all non-recruit officers if they were not supplied when originally hired. All articles of equipment in the officer's possession remain the property of the Employer and shall be returned to Employer at the termination of employment. All uniforms remain the property of the Employer for three years from initial issue.

#### **Initial Clothing Supply:**

1 Winter Jacket  
 1 Spring Jacket  
 1 Dress Blouse  
 3 Pairs of Pants  
 3 Long Sleeve Shirts  
 3 Short Sleeve Shirts  
 3 Ties  
 1 Pair Shoes  
 1 Hat  
 1 Reversible Raincoat  
 1 Pair Rubber Rainboots  
 4 Pair of Socks  
 1 Pair Winter Boots  
 1 Winter Hat  
 1 Pair Gloves

#### **Equipment:**

1 Name Tag  
 2 Badges  
 1 Pair/Set Collar Brass  
 1 Whistle and Holder  
 1 Underbelt  
 1 Gun Belt "Sam Brown"  
 1 Weapon  
 1 Holster  
 1 Pair Handcuffs and Cuff Case  
 1 Dual Clip Pouch  
 2 Spare Clips  
 1 Key Ring  
 1 Baton or PR-24 and Holder  
 4 Belt Keepers  
 1 Tie Tack or Tie Clip  
 1 Cell Phone  
 1 Mace Canister and Mace Case

2. A clothing allowance in the amount of eight hundred dollars (\$800) for the year 2011, 2012, 2013, 2014 and 2015 for each employee shall be paid by the Employer along with Rotations Allowance and Unreimbursed Expenses on the last pay period in April in a separate check. The employees may make their purchases at a vendor of their choice but the uniform must meet the standard requirements.

Also, armored vests and replacement vests shall be provided by the Employer, without cost to the employee, upon the employees request. This shall not be construed to be deducted from the clothing allowance.

3. In the event that all or any part of the present uniform is changed, the costs of such changes shall be borne by the Employer and not considered as part of the yearly clothing allowance as set forth above.
4. The Employer further agrees to provide for the repair and cleaning of uniforms and equipment at its sole cost and expenses. Employees may frequent any branch store of the designated cleaners.
5. In addition, each employee shall be entitled to be reimbursed the replacement costs of any clothing or apparel damaged or destroyed while employed in his/her capacity as a police officer with a maximum limit of \$150 for eyeglasses and \$50 for watches. Upon a report of damaged article to the Chief of Police, or his/her designee, approval shall be granted to charge replacement, of equal value, at a vendor of the officer's choice. This is to be paid in a separate check.

#### **ARTICLE X** **HOLIDAYS**

1. For 2011, 2012 and 2013 employees shall be entitled to the following paid holidays:
 

New Years Day (Jan. 1 <sup>st</sup> )	Columbus Day (2 <sup>nd</sup> Monday in Oct.)
Martin Luther Kings Birthday (Jan. 15 <sup>th</sup> )	Election Day (Tuesday after 1 <sup>st</sup> Monday in Nov.)
Presidents Day (3 <sup>rd</sup> Monday in Feb.)	Veterans Day (Nov. 11)
Good Friday (Friday before Easter)	Thanksgiving Day (4 <sup>th</sup> Thursday in Nov.)
Memorial Day (Last Monday in May)	Day After Thanksgiving
Independence Day (July 4 <sup>th</sup> )	Christmas Day (Dec. 25 <sup>th</sup> )
Labor Day (1 <sup>st</sup> Monday in Sept.)	
2. Hours worked on a holiday shall be compensated at time and one-half (1-1/2) in addition to the days holiday pay at straight time. Employee schedules will not be altered on a holiday to avoid overtime.
3. For 2011, 2012, and 2013 payment in a separate check for said holidays shall be made as follows:
  - ½ to be paid in the 2<sup>nd</sup> pay period in April; and
  - ½ to be paid in the 2<sup>nd</sup> pay period in November.
4. Effective January 1, 2014 the value of ten (10) holidays shall be included in the base pay of employees.
5. Effective January 1, 2014, employees shall be compensated at the rate of time and one-half (1-1/2) the employee's regular rate of pay for hours worked on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**ARTICLE XI**  
**VACATIONS**

1. Each employee shall be granted paid vacation days as set forth in the schedule below:
 

After one (1) year of service through two (2) years of service.....	Six (6) days
After two (2) years of service through eight (8) years of service.....	Twelve (12) days
After eight (8) years of service through fifteen (15) years of service.....	Eighteen (18) days
After fifteen (15) years of service.....	Twenty-four (24) days
  
2. Vacation leave is to be credited automatically to each employee on January 1<sup>st</sup> of each year. Vacation leave so credited is to be prorated in the event the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, or 15<sup>th</sup> anniversary of service falls during the calendar year. If resignation or termination of an employee occurs during the calendar year, unearned vacation days, which have already been taken, will be deducted from any final salary payment.
  
3. Vacation preference shall be determined on the basis of seniority subject to the reasonable discretion of the Chief of Police, or his/her designee, to assure adequate continuous services. Upon thirty (30) days notice, an employee shall be permitted to take up to twenty-eight (28) consecutive days inclusive of vacation at one time if approved by the Chief of Police, which approval shall not be unreasonably withheld. In addition, upon forty-eight (48) hours notice an employee may take up to one (1) vacation day to which he/she is entitled, subject to same approval.
  
4. Unused vacation days may be carried over to the following year when the employee has been denied his/her vacation request due to the Employer's manpower requirements. In addition, the employee may elect to carry over to the following year up to 12 vacation days, to be used before June 1 unless denied due to manpower needs.
  
5. A permanent employee who retires or terminates his/her employment in good standing with the Employer shall be entitled to the vacation allowance for the current year pro-rated on the basis of one twelfth (1/12) of his/her vacation entitlement for each month worked as of the date his/her separation becomes effective.
  
6. New officers shall not be entitled to vacation leave until the completion of the first year of service. The Chief of Police may, at his/her discretion which shall not be unreasonably withheld, grant an officer vacation prior to the

completion of the first year of service which vacation amount granted shall be deducted from any vacation days to which the employee is entitled to in his/her second year.

**ARTICLE XII**  
**PERSONAL DAYS**

1. Employees shall be entitled to four (4) days leave of absence with pay for personal business. Forty-eight (48) hours notice for said leave shall be given, except in cases of emergency, to the Chief of Police or his/her designee. The Employer reserves the right to deny requests for personal days, as conditions warrant, but approval shall not be unreasonably withheld.
2. No payment shall be made for unused personal days, but any unused personal days may be carried over and be used in the following calendar year.

**ARTICLE XIII**  
**SICK LEAVE**

1. Each employee shall be granted leave as set forth in the schedule below:
 

After three (3) months service.....	one-half (½) day per month, to a maximum of four and one half (4 ½) days for the remainder of the year.
After one (1) year of service.....	five (5) days per year
After three (3) years of service.....	eight (8) days per year
After five (5) years of service.....	ten (10) days per year
2. Sick days may be used for personal illness or when a member of the employee's immediate family is ill and requires the presence of the employee. An employee may be asked to submit acceptable medical evidence substantiating the need for sick leave if absent from duty for three or more consecutive days. In the event of the absence of an employee, the Chief of Police, or his/her designee, shall be notified as soon as possible prior to his/her scheduled shift.
3. Unused sick days shall accumulate from year to year. Upon retirement, under the New Jersey Police and Firemen's Retirement System, the Employer shall pay the employee the full amount of any unused sick leave accrued at the employee's prevailing rate of pay not to exceed sixty (60) days.

4. The total number of sick days allocated shall be credited to each employee as of January 1<sup>st</sup> of each year. In the event that resignation or termination of an employee occurs during the calendar year, unearned sick leave, which has already been used by said employee, will be deducted from any final salary payment.

**ARTICLE XIV**  
**INJURY ON DUTY**

1. Any employee who is injured while acting in the performance of his/her duty, or who becomes ill as a direct result of his/her employment, shall receive full pay less Worker's Compensation temporary disability payments to which he/she is entitled during the period of his/her absence from employment for up to six (6) months, and this may be renewed for an additional six (6) months at the discretion of the Employer.
2. Such payments shall begin from the onset of said injury or illness provided that the Employer's physician certifies that the disability prevents the employee from carrying on the normal duties as a police officer. In the event a disagreement arises with respect to the existence or extent of a job connected disability, such issue shall be determined by a physician agreed to by both parties to this Agreement, the cost of which to be borne by both parties
3. In any instance where the insurance carrier denies that the injury or illness is job-related, this provision will become operative only after a decision by the Division of Workers Compensation that the employee's injury or illness was sustained as a result of the performance of his/her duty. Pending the outcome of this decision, the employee may use any sick or vacation leave accumulated by him and shall later be credited with any time so used by relinquishment of any payments later received for the same period.

**ARTICLE XV**  
**NON-JOB RELATED DISABILITY**

1. Any employee who has been temporarily disabled (non-job related) and is unable to perform his/her duties as a police officer is eligible, consistent with complying with insurance provisions, to receive benefits through the Employer's temporary disability insurance carrier.
2. During the processing of the application for said benefits, the Employer shall pay the employee an amount equivalent to two-thirds (2/3) of regular base pay. Payments received by the employee for said coverage from the insurance carrier(s) shall be repaid by relinquishment to the Employer of any payments later received by the employee for the same period.

3. In the event the employee is declared ineligible to receive temporary disability payments under the plan, any monies advanced by the Employer pursuant to Section 2 shall be deducted from the employee's salary in equal monthly installments not to exceed one hundred dollars (\$100).

**ARTICLE XVI**  
**BEREAVEMENT LEAVE**

1. Employees shall be granted four (4) consecutive days leave, with no loss of regular pay, upon the death of a member of his/her immediate family. One of said days shall be the day of the funeral.
2. Immediate family is defined as spouse, children, parents, brothers, sisters, grandchildren, grandparents, mother-in-law, and father-in-law.
3. In the case of the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or cousin in the first degree, and corresponding relatives of an employee's spouse, the day of the funeral shall be granted only.
4. Additional days may be approved, upon request, by the Chief of Police, or his/her designee, which approval shall not be unreasonably withheld.

**ARTICLE XVII**  
**UNPAID LEAVE OF ABSENCE**

1. An official unpaid leave of absence may be granted by the Employer. A leave of absence shall not exceed six (6) months in length. A leave of absence may be renewed at the discretion of the Employer for a period not to exceed six (6) months.
2. An employee on leave of absence without pay, except military leave, does not accrue vacation leave, sick leave, or any other benefits. No payments will be made to the pension system or health plan during the leave of absence unless the employee agrees to bear the costs. In that case, the rules of the carrier shall apply.
3. Employees are required to notify the Employer of the anticipated date of return, as soon as the employee knows such date. Failure to return on such date without a notice shall be considered a voluntary resignation. Upon return, the employee shall be placed in the same rank and grade prior to said leave and shall be credited with the same seniority accrued to said leave.

**ARTICLE XVIII**  
**RESERVED**

**ARTICLE XIX**  
**INSURANCE PLANS**

1. The Employer shall provide for hospital and medical insurance (including major medical) for all employees and their families at no cost to the employees under the State Health Benefits Plan or its equivalent. Such coverage may be continued for future retirees and their spouses for the retiree's lifetime at the expense of the retiree as permitted by said plan. \* SEE ATTACHED EMPLOYEE DATA SOP. 18.
2. The Employer shall provide a full-family dental plan, through Horizon Healthcare Dental Services, at no cost for the insurance to the employee.
3. The Employer shall continue life insurance coverage for employees at no cost to the employees at the level of coverage provided by the New Jersey Police and Firemen's Retirement System.
4. The Employer shall continue false arrest and liability insurance for employees at no cost to the employee in an amount no less than one million dollars (\$1,000,000.00.)
5. The Employer shall self-insure and pay employees for eye examinations and prescription eyeglasses/contact lenses, for the employee and his/her immediate family, to an aggregate amount not to exceed two hundred dollars (\$200) per year, upon presentation to the Employer receipts. Any portion of the Two hundred dollars (\$200) maximum not used in a calendar year may be carried over to the following year, to a maximum of four hundred dollars (\$400). Reimbursements shall be paid in a separate check, upon submittal of bill.

**ARTICLE XX**  
**LEGAL DEFENSE**

1. The Employer will provide defense for members or officers in action or legal proceedings arising out of or incidental to performance of duties pursuant to N.J.S.A.40A:14-155 as follows:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his/her defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. In any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the



member or officer, he/she shall be reimbursed for the expense of his/her defense.

2. The Employer's obligation under paragraph 1 shall be deemed satisfied if its insurance carrier enters a defense on behalf of the affected officer and furnishes counsel. However, if the carrier advises that the claim against the officer exceeds, or is excluded from its coverage, then the officer may select his/her own counsel for his/her defense and the Employer shall pay or reimburse all resulting legal fees and costs, at customary rates prevailing in the region.

#### **ARTICLE XXI** **EMPLOYEE RIGHTS DURING INVESTIGATIONS**

The wide ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the department. These questions may require investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty. If it is required that the employee report to headquarters on his/her off-duty hours, he/she shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he/she was remiss in his/her duties or found guilty of a preferred charge.
2. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he/she shall be so informed at the initial contact.
3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.
4. The complete interrogation of the employee shall be recorded mechanically and copies of tapes shall be provided to the PBA. "OFF THE RECORD" questions shall be allowed with mutual consent only. All recesses called during the questioning shall be recorded. The contents of the tapes shall be kept confidential during the course of the investigation and the tapes shall not be destroyed without mutual consent.
5. The employee will not be subject to any abusive language, nor shall he/she be threatened with transfer, dismissal, or other disciplinary punishment. No

- promise(s) or reward(s) shall be made as an inducement to answering questions.
6. In all cases and at every stage of the proceedings the Department shall afford an opportunity for the employee, if he/she so requests, to consult with counsel and/or PBA representative(s) before being questioned concerning any violation or complaint of any type, which may result in any disciplinary action being taken against said employee.
  7. This article shall not preclude a supervisor's right to question subordinates relative to their daily activities.

**ARTICLE XXII**  
**PBA REPRESENTATIVE**

1. Accredited representatives of the PBA who are police officers may enter the Employer's facilities or premises at reasonable hours for the purpose of observing work conditions of their constituents or assisting in the adjustment of grievances. When the PBA decides to have its representatives enter the Employer's facilities or premises, it will request permission from the Chief of Police, or his/her designee, in writing and such permission will not be unreasonably withheld.
2. The Employer agrees to grant time off without loss of regular pay, not to exceed six (6) days, to the PBA State Delegate to attend the annual PBA State Convention, provided two (2) weeks written notice specifying the dates of the convention is given to the Chief of Police by the Association. The time off shall cover actual time attending the convention and reasonable travel time to and from it. The officer shall provide his/her own transportation to the convention and not use the Employer's vehicles without prior authorization.

**ARTICLE XXIII**  
**RESERVED**

**ARTICLE XXIV**  
**JUST CAUSE PROVISION**

No officer shall be discharged, disciplined, suspended or reduced in rank or compensation, without just cause. Any such action asserted by the Township Committee, or any representative(s) thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under Title 40A. Written reprimands and adverse evaluations shall be subject to advisory arbitration as the terminal step in the grievance procedure. All other forms of discipline, as set forth above shall be subject to binding arbitration if the matter is not covered by Title 40A.

**ARTICLE XXV**  
**PERSONNEL FILES**

1. Employees shall have access to their personnel files, upon twenty-four (24) hours notice to the Chief of Police and may be viewed during the Chief's normal working hours. If an employee disagrees with an item in his/her personnel file, he/she may place a rebuttal statement in the file.
2. Files remain the property of the Department and shall not be removed without the express written consent of the Chief of Police. Originals of documents remain the property of the individual officers. Employees may copy anything that is in their files.
3. No document of anonymous origin shall be included in a personnel file. Only one (1) personnel file shall be maintained for each employee. The Employer shall notify the employee in writing when an item is placed in his/her personnel file.
4. A copy of each written evaluation of work performance shall be given to the employee. The employee shall sign the evaluation form, acknowledging his/her review of same (not agreement with it) immediately following the review. The employee shall make any response within thirty (30) calendar days from the date of his/her signature, which statement shall become part of the evaluation and placed in his/her personnel file.

**ARTICLE XXVI**  
**PRINTING OF AGREEMENT**

The Employer shall reproduce this Agreement in sufficient quantity so that every employee shall be provided with a hard copy and computer disk copy, and so that there may be sufficient copies in reserve for any employee hired during the term of this Agreement. This reproduction and distribution shall be accomplished within thirty (30) days of the signing of this Agreement.

**ARTICLE XXVII**  
**MISCELLANEOUS**

1. **Notification of Leave Balances.** Each employee shall be provided with annual leave balances on a quarterly basis.
2. **Mileage Allowance.** In the event an employee is required to use a personal vehicle for any business or activity related to his/her employment, he/she shall be compensated for such use at current IRS standard rate per mile. This will be paid in a separate check.

3. **Out of Pocket Expenses.** In the event an employee works fourteen (14) consecutive hours or more, the employee shall be entitled to a meal allowance of \$7.50 for each such incident. As to other expenses, upon receiving prior approval by the Chief of Police, or his/her designee, employees shall be reimbursed for out of pocket expenses such as tolls, parking, meals and/or lodging, incurred in connection with the performance of official duties. These expenses will be paid in a separate check upon submittal of bill.
4. **Bulletin Boards.** The PBA shall have the exclusive use of a bulletin board at Police Headquarters for the posting of notices of interest to PBA members.
5. **Physical Examinations.**
  - A.) The employees may choose to have an annual physical examination. Said examination shall be paid for by the employee's health insurance provider which has been provided by the employer. In the event that an annual physical examination is not covered by the employee's health insurance the employer shall reimburse the employee the cost of the physical or two hundred dollars (\$200.00), whichever amount is less. The physical examination shall include preventative medicine services with an EKG, blood collection and interpretation, and a urinalysis. The above mentioned physical shall be completed and the bills submitted to the Employer on or before July 1<sup>st</sup> of each year. This reimbursement shall be paid in a separate check.
  - B.) In the event that an annual physical examination is requested by the Township Committee, a report from the attending physician will be forwarded to the Township, indicating his or her fitness for duty.
6. **Military Leave.** Military leave shall be provided in accordance with the applicable law.
7. **Non-Discrimination.** Neither the Employer nor the PBA shall discriminate against any employee because of race, creed, religion, color, age, sex, or national origin.
8. **Outside Employment.** It is understood that full-time employees will consider their position with the Employer as their primary job. Any outside employment must not interfere with an employee's efficiency in his/her position with the Employer. All outside employment must be approved by the Chief or his/her designee, and may not be unreasonably denied.
9. **First Aid Training.**
  - A.) The full costs of tuition and textbooks will be paid for by the Employer for

any course leading to certification in CPR/Defibrillator, First Responder-Defibrillator or EMT-Defibrillator.

- B.) In addition to the annual base salary, employees shall be granted a first aid incentive payment based upon the attainment of the following certification:

CPR/Defibrillator.....	\$250
First Responder-Defibrillator.....	\$450
EMT-Defibrillator.....	\$600

- C.) It is understood that the attainment of a higher level of certification eliminates any further compensation for the holding of the lower certification. The incentive payment shall be made during the last pay period of November, and it is understood that such payments are not to be included in the base salary. This payment will be made in a separate check. Employees that attain the certifications on or before July 1<sup>st</sup> shall receive the full incentive payment for the year in which the certification is attained. Employees that attain the certifications after July 1<sup>st</sup> shall receive half of the incentive payment for the year in which the certification is attained. Proof of the date of attainment of the certification shall be a letter from the entity awarding the certification.

- D.) First aid incentive payments shall be awarded on a recurring annual basis.

**ARTICLE XXVIII**  
**MANAGEMENT RIGHTS**

1. Except as specified in this Agreement, the Township of Tewksbury hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
  - A.) The executive management and administrative control of the Township of Tewksbury government and its properties and facilities, and the activities of its employees.
  - B.) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, their assignments and to promote and transfer employees.
  - C.) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
  - D.) To establish, maintain and amend a code of rules and regulations of the

Department for the operation of the Department.

- 2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township of Tewksbury, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States and the Ordinances of the Township of Tewksbury.

~~ARTICLE XXVIX~~ ~~XX IX~~  
**DURATION OF AGREEMENT**

- 1. This Agreement shall be in full force and effect as of January 1, 2011 through December 31, 2015, notwithstanding the date of execution hereof, and all salaries and benefits as set forth herein shall be retroactive to January 1, 2011, unless specified otherwise herein, for all officers employed during the contract period.
- 2. In the event subsequent negotiations do not result in a successor Agreement by December 31, 2015, all terms and conditions of this Agreement shall continue in full force and effect until the new Agreement is reached and executed.

**FOR THE PBA:**

\_\_\_\_\_  
*PTL away*  
 \_\_\_\_\_  
*PTL. [Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_

**FOR THE EMPLOYER:**

\_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*Louis DiMatteo, Mayor*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*Sumner, [Signature]*  
 \_\_\_\_\_  
*[Signature] municipal clerk*  
 Attested to:

**Dated:** 10-3-2013

10.03.13

**Jesse Landon**

---

**From:** Howard Vex [hvex@vexlaw.com]  
**Sent:** Wednesday, September 18, 2013 4:17 PM  
**To:** Jesse Landon  
**Subject:** FW: Tewksbury and PBA Local 386

*\* APPROVED TO SIGN AGREEMENT*

Jesse:  
I am ok with this. The agreement can be signed.  
Sincerely,  
Howard Vex

The Vex Labor & Employment Law Firm  
Waterview Plaza  
2001 Route 46, Suite 310  
Parsippany, New Jersey 07054  
(973) 402-4285  
[hvex@vexlaw.com](mailto:hvex@vexlaw.com)  
[www.vexlaw.com](http://www.vexlaw.com)

---

This communication is solely for use by the intended recipient and may contain information that is privileged or confidential under applicable law. If you are not the intended recipient, please note that any use, copying or distribution of this communication, in whole or in part, is strictly prohibited.

---

**From:** Brian Manetta <[bmanetta@msmlaborlaw.com](mailto:bmanetta@msmlaborlaw.com)>  
**Date:** Wednesday, September 18, 2013 4:02 PM  
**To:** Howard Vex <[hvex@vexlaw.com](mailto:hvex@vexlaw.com)>  
**Cc:** James Mets <[jmets@msmlaborlaw.com](mailto:jmets@msmlaborlaw.com)>, Matt Krok <[mkrok@ptd.net](mailto:mkrok@ptd.net)>, <[tpbarlow@tewksburytwp.net](mailto:tpbarlow@tewksburytwp.net)>  
**Subject:** Tewksbury and PBA Local 386

Dear Howard,  
We have reviewed your email concerning the health benefits provision of the CNA. Barring any change in the law, repeal or court decision interpreting P.L. 2011, c. 78 to the contrary, we acknowledge that the statute supersedes contract language where applicable.

Please contact our office with any questions or concerns.

Thanks,  
Brian

Brian J. Manetta, Esq.  
METS SCHIRO & MCGOVERN, LLP  
555 U.S. Highway 1 South, Suite 240  
Iselin, New Jersey 08830  
Tel. (732) 636-0040  
Fax. (732) 636-5705

[www.msmlaborlaw.com](http://www.msmlaborlaw.com)

[bmanetta@msmlaborlaw.com](mailto:bmanetta@msmlaborlaw.com)

*Think of the environment before printing this email.*

\*\*\*\*\*

The information contained in this email message is a private communication. Its contents may be confidential and/or attorney-client privileged, and it is intended solely for the use of the individual or entity named above. If you are not the intended recipient, do not read, copy, disclose or use this communication in any way. If you have received this communication in error, please notify the sender immediately via telephone or email, and delete it from your system.