

AGREEMENT

BETWEEN

GREEN BROOK TOWNSHIP
SOMERSET COUNTY, NEW JERSEY

and

GREEN BROOK PBA LOCAL 398

JANUARY 1, 2014 through DECEMBER 31, 2016

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TABLE OF CONTENTS

PREAMBLE

1

ARTICLE I – RECOGNITION

2

ARTICLE II – MANAGEMENT RIGHTS

3

ARTICLE III – GRIEVANCE PROCEDURE

5

ARTICLE IV – HOURS AND OVERTIME

8

ARTICLE V – HOLIDAYS

11

ARTICLE VI – VACATIONS

12

ARTICLE VII – PERSONAL DAYS

14

ARTICLE VIII – SICK LEAVE

16

ARTICLE IX – INSURANCE COVERAGE

21

ARTICLE X – WAGES

23

ARTICLE XI – COLLEGE INCENTIVE PAY

24

ARTICLE XII – MILITARY LEAVE

26

ARTICLE XIII – BEREAVEMENT LEAVE

27

ARTICLE XIV – NO-STRIKE PLEDGE

28

ARTICLE XV – OUTSIDE EMPLOYMENT

29

ARTICLE XVI – LEGAL AID

30

ARTICLE XVII – DISCRIMINATION AND COERCION

31

ARTICLE XVIII – WORK IN HIGHER RANK

32

ARTICLE XIX – OFF-DUTY PERFORMANCE

33

ARTICLE XX – INSURANCE

34

ARTICLE XXI – PERSONNEL FILES

35

ARTICLE XXII – VACANCIES AND PROMOTIONS

36

ARTICLE XXIII – JUST CAUSE

37

ARTICLE XXIV – CEREMONIAL ACTIVITIES

38

ARTICLE XXV – UNIFORMS, MAINTENANCE AND PERSONAL PROPERTY

39

ARTICLE XXVI – AUTOMATIC PAYROLL DEDUCTION

40

ARTICLE XXVII – SEPARABILITY AND SAVINGS

41

ARTICLE XXVIII – FULLY BARGAINED PROVISIONS

42

ARTICLE XXIX – TERM AND RENEWAL

43

PREAMBLE

THIS AGREEMENT, entered in this ____ day of _____ 2014, by and between the TOWNSHIP OF GREEN BROOK, SOMERSET COUNTY, NEW JERSEY, a municipal corporation of the State of New Jersey (hereafter the “Township”), and GREEN BROOK PBA LOCAL 398 (hereafter the “PBA”), represents the complete and final understanding on all bargainable issues between the Township and the PBA.

ARTICLE I
RECOGNITION

The Township recognizes the PBA for the purposes of collective negotiations as the exclusive representative of the police officers in the negotiations unit below the rank of Captain, excluding probationary employees. Probationary employees shall receive the appropriate salary pursuant to this Agreement and a pro-rata share of all economic benefits.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities, and the activities of its employees.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in accordance with the Constitutions and Laws of the State of New Jersey and of the United States and the ordinances of the Township. Nothing

in this Agreement shall be construed so as to limit the lawful authority of the Township with regard to the hiring or termination of its employees.

C. Nothing contained herein shall be construed to deny or restrict the Township from its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the PBA.

B. Definition

The term “grievance” shall be defined as any dispute, controversy or disagreement over the interpretation, application or violation of any provision of this agreement; and any mandatorily negotiable rules and regulations as set forth in the Department Rules and Regulations adopted on April 21, 1997 by Resolution 97-04-16 (as may from time to time be amended); which may be filed on behalf of an individual, group of individuals, and/or the PBA.

C. Steps of the Grievance Procedure

Step One

A grievance shall be filed within (30) calendar days of the date of occurrence or within thirty (30) calendar days of the date when the

individual(s) or PBA should have reasonably known of the occurrence. Said grievance shall be filed in writing with the Chief of Police. Said grievance shall state the nature of the grievance and shall state a requested remedy. The Chief of Police shall render a written decision within fifteen (15) calendar days of receipt of said grievance. Said answer shall contain reasons and/or rationale for said decision.

Step Two

Should the answer received from Step One be unsatisfactory or should no answer be received in timely fashion, the PBA may, at its option, forward the written grievance to the Township Committee. Said grievance shall be delivered to the Township Administrator within twenty (20) calendar days of receipt of the Chief's answer or within twenty (20) calendar days of the due date of said answer. The Township Committee, or their designee, shall render a written decision within twenty (20) calendar days of receipt by the Administrator of said grievance.

Step Three

a. Should the PBA not be satisfied with the response of the Township Committee or should no answer be received in timely fashion, the PBA or its representative on its behalf, solely and exclusively, may submit said grievance to binding arbitration.

b. An arbitrator shall be selected and be bound by the Rules and

Regulations of the Public Employment Relations Committee governing grievance arbitration.

c. The decision of the arbitrator shall be in writing, setting forth reasons for the decision and shall be final and binding upon all parties.

d. The arbitrator shall not have authority to add to, modify or delete from the terms of the Agreement.

e. Unless previously agreed to by the parties, the arbitrator shall have jurisdiction over one (1) issue of substance only. The costs of the arbitrator shall be borne equally by the parties. Any related costs incurred by the parties in the preparation and presentation of said arbitration shall be borne by the party incurring same.

D. Time Limits

The time limits specified in the foregoing sections of this Article shall be construed as the maximums. However, nothing shall prevent the parties from mutually agreeing to extend said time limits.

E. Discipline shall be arbitrable to the extent permitted by law.

F. All grievance meetings, including those with the Township Committee and the Local shall be held in closed session as provided for by New Jersey statutes unless mutually agreed otherwise by the parties.

ARTICLE IV

OVERTIME

A. All members of the Police Department are required to work an average of forty (40) hours per week on a shift basis on a schedule approved by the Police Chief. In times of emergency, all members of the Department are subject to call unless they are on sick leave. At the sole discretion of the Department, it may, upon at least thirty (30) days notice, alter the current 12-hour schedule in the Patrol Division by eliminating receiving “short shifts” of eight hours and afford such officers 104 hours of “Kelly Time.”

B. Overtime shall be kept to a minimum and strictly controlled, but in cases of emergency shall be approved by the Police Chief. Effective January 1, 2014, overtime shall be due and owing for all work performed beyond the officer’s normal work day. Hours worked in excess of forty (40) hours per week will continue to be compensated at time and one half except for hours in which overtime compensation has already been earned for work performed beyond the officer’s normal work day. Payment for overtime shall be as follows:

1. Overtime shall be paid to all employees, except the Police Chief and Captain, at one and one-half (1.5) times the regular rate for all hours worked, or fractions thereof, in excess of forty (40) hours per week. Overtime may be taken by all officers in one of two ways:

a. Dollar compensation at time and one half regular rate for each hour of time worked in excess of forty (40) hours

per week.

- b. Time off in lieu of payment, one and one half hours for each hour of overtime worked. If an officer elects compensatory time in lieu of payment, the time off shall be taken in the year earned, except that Two Hundred Forty (240) hours of said compensatory time may be carried into the subsequent calendar year at the discretion of the officer who accumulated the compensatory time. Compensatory time can only be taken with permission of the Police Chief or his designee (such permission will not be unreasonably withheld) provided the request does not create additional overtime, nor create a short-staffing situation.

2. Overtime for all hourly employees whose regularly scheduled work is less than forty (40) hours per week shall be paid at the regular hourly rate for all hours under forty (40) hours.

3. The eight (8) hour work day will include a meal period not to exceed thirty (30) minutes.

4. The base hourly rate for all Township employees shall be calculated by dividing the employee's annual salary by the product of fifty-two point (52.2) times the number of hours in the employee's work week.

- C. There shall be a minimum call-in of three (3) hours at one and one-half

(1 ½) times the regular rate for hours of work that are not contiguous to the work day. Officers called in shall remain in active service to the Department for a minimum of two (2) of the three call-in hours.

D. The Police Chief may change the shift of any employee. Where the shift change is for one (1) week or more, the employee shall be given seventy-two (72) hours' notice of the change, except in cases of unplanned absences or emergencies.

ARTICLE V

HOLIDAYS

A. The following shall be recognized as paid holidays:

1. Martin Luther King Birthday Labor Day
2. President's Day Election Day
3. Easter Sunday Thanksgiving Day
4. Memorial Day Thanksgiving Friday
5. Independence Day Christmas Day

B. Effective January 1, 2014, Article V shall recognize ten (10) paid holidays. The one paid holiday to be eliminated shall be at the discretion of the Township and reflected in Article V. Article V shall reflect, as well as the salary schedule, that each step of the existing and new hire salary schedules has been adjusted to add the value of one (1) day of base pay, formerly paid as a paid holiday, into the salary schedule.

C. Any employee required to work on any holiday will be paid for the holiday at his/her regular hourly rate of pay in addition to his/her regular hourly rate for all hours worked on the holiday.

D. Any employee may elect to take compensatory time in lieu of Holiday pay, with permission of the Chief or his designee, at the convenience of the department, for up to six (6) of the eleven days listed in Article V, Section A, provided that the requested time off does not create additional overtime, nor create a

short-staffing situation. If any employee elects compensatory time that cannot be arranged within the year the Holiday occurs, then the officer will receive pay for the Holiday as set forth in Section B above.

ARTICLE VI

VACATION

A. Permanent full-time employees shall receive for continuous service the following annual vacation with pay:

In the first year of service, one (1) day per two full months' service up to a maximum of five (5) days, which may be taken as earned.

Years of Completed Service as of January 1 Vacation Days (8 hours = 1 day)

1 through 5	10 days
6 through 9	15 days
10 through 15	20 days
16 and up	One additional day per year of service up to a maximum of 25 days per year

B. All vacation time shall be scheduled by April 1 as the needs of the Department require on the basis of seniority. Each and every employee must take the authorized annual vacation and compensation will not be allowed in lieu of vacation time. All vacation time shall be used in the year earned. Vacation carry over exceptions must be requested in writing by December 1st of each year to the Chief of Police. With the concurrence of the Township Administrator, the Chief may grant the exception as appropriate. If granted, said days must be used in the first quarter of the following year.

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

D. If for any reason an employee's vacation is cancelled or not taken as scheduled, the vacation may be rescheduled at the discretion of the Police Chief. If the Police Chief cannot reschedule the vacation leave, the employee will be permitted to carry over said vacation days and utilize them within the first quarter of the following year.

E. The Chief, or his designee, shall have sole discretion to permit officers to utilize vacation leave in individual days, not to exceed four (4) such days in any calendar year.

ARTICLE VII

PERSONAL DAYS

A. Employees shall receive personal days in accordance with the following schedule:

1. One (1) personal day during the first year of service
2. Two (2) personal days during the second year of service
3. Three (3) personal days during the third year of service
4. Four (4) personal days during the year after the first year of service as Class A patrolman, but in no instance sooner than following completion of the fourth year of service to Green Brook Township.

The total thirty-two (32) hours of personal time to which the employee is entitled shall be taken in increments of no less than four (4) hours.

B. Request for such personal day will be made in writing to the Police Chief or designee and must be approved by the Chief or designee. If such request is made at least seven days in advance of the planned absence it may not be denied except in the event of a declared police emergency, or if the absence is planned to occur on a Federal Holiday.

C. If for any reason an employee's personal day is cancelled or not taken as scheduled, the personal day may be rescheduled at the discretion of the Police Chief. If the Police Chief cannot reschedule the personal day, the employee will receive credit for the personal day to his/her compensatory time bank.

ARTICLE VIII

SICK LEAVE

A. As used in this section, “sick leave” means paid leave that may be granted to each full-time employee who through sickness or non-work related injury becomes incapacitated to a degree that makes it impossible for him/her to perform the duties of his/her position or who is quarantined by a doctor’s written instruction because he/she has been exposed to a contagious disease. Job related illnesses and injuries which necessitate sick days are not applicable to this Article.

B. Each employee shall be paid during periods of sick leave but not to exceed one (1) day– eight (8) hours – for each month of service, with a maximum allowable to three hundred sixty-five (365) calendar days.

C. In the event that an employee is eligible to receive municipal, state or federal disability payments including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee’s normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for local, state or federal disability benefits including Social Security, and to furnish proof of such application to the Township, along with proof of receipt or denial of such benefits.

D. An employee who is absent because of disability or trauma caused in the usual course of his/her employment and directly in the line of duty must have such absence certified by a Township-selected physician at the Township’s expense.

Upon Township receipt of this certification, the employee will receive his/her normal weekly compensation less any applicable Workers' Compensation benefits for a period of twelve (12) months from the date of the disability or accident. Such absence will not be charged against the employee's sick leave; however, all other provisions of this section shall apply.

E. Consistent with applicable State law, no employee while on sick leave from the Township shall be otherwise employed or engaged in any outside work or employment whatsoever.

F. In all cases of reported illness or disability, the Police Chief shall have the right to require a doctor's certification of illness or to have a physician designated by the Township examine and report on the fitness for duty of the patient-employee.

1. Failure to produce a doctor's certification, when the Township physician reports the employee is fit for work, may result in non-payment of sick leave benefits.

2. In the event a disagreement arises with respect to the existence or extent of the employee's fitness for duty due to an illness, accident or exposure to contagious disease, such issue shall be determined by a physician agreed to by and between both of the parties to this Agreement. The cost of such examination shall be borne equally by the officer and the Township.

G. All absences on account of illness or disability shall be reported immediately by or for the employee to his/her shift supervisor or preceding shift dispatcher.

H. If the absence is not reported immediately, it shall be treated as an unauthorized absence without pay.

I. In the event of an injury caused in the course of employment, the injured employee, or his Department Head, if the employee is incapacitated, should report such injury immediately to the Township Administrator who will process the necessary forms for insurance purposes. The employee should then report to a physician selected by the Township and the physician's report and bill should be forwarded to the Township Administrator.

J. Sick leave may not be paid as terminal leave for employees who resign.

K. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

L. The Township may require an employee who has been absent because of personal illness, as a condition for his return to duty, to be examined, at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

1. Should the employee's physician determine that the employee is not capable of performing his/her normal duties or that his/her return will jeopardize the health of other employees, then with respect to the existence or extent of the employee's fitness for duty due to an illness, accident or exposure to contagious disease, such issue shall be determined by a physician agreed to by and between both

of the parties to this Agreement. The cost of such examination shall be borne equally by the officer and the Township.

M. An employee who retires from Township service pursuant to any applicable pension statutes shall be entitled to one of the terminal leave payment packages calculated on accumulated, unused sick leave as follows. The options will not aggregate.

1. Payments of a lump sum of \$5,000 upon retirement recognizing a total accumulation of no fewer than 60 days' accrued, unused sick leave.
2. Payment of a lump sum of \$10,000 upon retirement recognizing a total accumulation of no fewer than 120 days' accrued, unused sick leave.
3. Payment of a lump sum of \$15,000 upon retirement recognizing a total accumulation of no fewer than 180 days' accrued, unused sick leave.

N. Any employee who fails to utilize a sick day during any period of six consecutive calendar months shall receive one (1) additional Bonus Leave Day of eight (8) hours per six month period, to be utilized within the following 6 month period.

ARTICLE IX

INSURANCE COVERAGE

A. All full-time Police Department employees are eligible to receive hospital and medical insurance as provided under the New Jersey State Health Benefits Program. All eligible dependents will be included in the coverage.

B. Any increase in the cost of such coverage during the lifetime of this Agreement shall be borne by the Township in compliance with Chapter 78, P.L. 2011.

C. The Township shall pay the full cost of premium to provide single party dental coverage for each employee. Spousal, parent/child, or family dental coverage if elected by the employee shall be a cost borne by the employee through pre-tax, bi-monthly payroll deduction in the amount equal to 1/24th the cost difference between the annual premium for the employee and the annual premium for the coverage type elected.

D. The Township may, at its option, change any of the foregoing plans or carriers so long as substantially equivalent benefits are provided, and the PBA is provided Sixty (60) days' written notice prior to implementation.

E. If an employee elects to participate in any supplementary health or medical insurance program, the cost of the coverage over and above that provided by the Township will be borne by the individual employee.

F. Pursuant to Chapter 88, P.L. 1974, as amended by Chapter 436, P.L. 1981, employees who retire with twenty-five (25) years of public service shall have their and their eligible dependents health insurance benefits

continued (i.e., group hospital, medical and surgical coverage) with the premium of periodic charges paid by the Township. An employee shall not be eligible for health benefit coverage if covered under the provisions of any other program of health insurance with similar coverage, including the Federal Medicare Program covering the retired employee and the employee's spouse. The cost of continued family health care coverage for dependents of the retired employee shall be borne by the Township at the rate provided for by the State Health Benefits Program. Pursuant to Chapter 88, the Township shall provide reimbursement of Federal Medicare Part B premiums for eligible pensioners and/or their spouses as well as the payment of health insurance premiums required by the program on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, P.L. 1972.

G. Employees who retire with twenty-five (25) years of public service shall have their dental insurance continued.

H. Pursuant to Chapter 2, Title 52:14-17.31a, an employee who is eligible for other health care coverage is eligible to waive coverage. The Township shall pay to the employee, annually, an amount, which shall not exceed 25%, or \$5,000, whichever is less, of the amount saved by the employer because of the employee's waiver of coverage. An employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall

repay, on a pro rata basis, any amount received from the employer which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall notify the employer in writing and file a declaration with the Division of Pensions and Benefits that the waiver is revoked.

ARTICLE X

WAGES

B. Salary Guide

	2014	2015	2016
Employees Hired Prior to 1/1/2014	1.75%	1.75%	1.75%
Prob. Officer	\$ 52,846	\$ 53,771	\$ 54,712
Class E Officer	\$ 57,651	\$ 58,659	\$ 59,686
Class D Officer	\$ 67,259	\$ 68,436	\$ 69,633
Class C Officer	\$ 76,867	\$ 78,212	\$ 79,581
Class B Officer	\$ 86,475	\$ 87,989	\$ 89,528
Class A Officer	\$ 96,084	\$ 97,765	\$ 99,476
Sergeant	\$ 105,692	\$ 107,541	\$ 109,423
Lieutenant	\$ 115,300	\$ 117,318	\$ 119,371
Employees Hired Between 1/1/2014 and 6/30/2014	1.75%	1.75%	1.75%
Probationary Officer	\$ 45,015	\$ 45,803	\$ 46,605
Class G Officer	\$ 52,311	\$ 53,226	\$ 54,158
Class F Officer	\$ 59,606	\$ 60,649	\$ 61,711
Class E Officer	\$ 66,862	\$ 68,032	\$ 69,223
Class D Officer	\$ 74,198	\$ 75,497	\$ 76,818
Class C Officer	\$ 81,495	\$ 82,921	\$ 84,372
Class B Officer	\$ 88,790	\$ 90,344	\$ 91,925
Class A Officer	\$ 96,084	\$ 97,765	\$ 99,476
Sergeant	\$ 105,692	\$ 107,541	\$ 109,423
Lieutenant	\$ 115,300	\$ 117,318	\$ 119,371
Employees Hired After 7/1/2014	1.75%	1.75%	1.75%
Academy Rate	\$ 34,666	\$ 35,273	\$ 35,890
Probationary Officer	\$ 44,844	\$ 45,628	\$ 46,427
Class H Officer	\$ 51,249	\$ 52,145	\$ 53,058
Class G Officer	\$ 57,654	\$ 58,662	\$ 59,689
Class F Officer	\$ 64,059	\$ 65,180	\$ 66,320
Class E Officer	\$ 70,464	\$ 71,697	\$ 72,951
Class D Officer	\$ 76,869	\$ 78,214	\$ 79,582
Class C Officer	\$ 83,274	\$ 84,731	\$ 86,214
Class B Officer	\$ 89,679	\$ 91,248	\$ 92,845
Class A Officer	\$ 96,084	\$ 97,765	\$ 99,476
Sergeant	\$ 105,692	\$ 107,541	\$ 109,423
Lieutenant	\$ 115,300	\$ 117,318	\$ 119,371

B. Investigator Stipend

An officer of any rank assigned to the investigative function (detective bureau) will receive additional compensation of \$3,000 per year pro rata monthly for the duration of their assignment in the bureau. The \$3,000 is not added to the officer's base salary for the purposes of calculating increases, or calculation of overtime pay which shall be based upon the compensation for the rank of the officer as set forth in Section A.

ARTICLE XI

COLLEGE INCENTIVE PAY

A. Any officer who attends school shall be reimbursed for the cost of tuition, academic fees, laboratory fees, and required textbooks for all undergraduate courses successfully completed which are relevant to the field of law enforcement or in the pursuit of a formal police science program leading to an undergraduate degree.

B. Any officer wishing to attend school in a subsequent fiscal/calendar year must present to the Chief of Police and the Township Administrator by January 1 of the year in which course work is contemplated a written Notice of Intent to Attend School, together with an estimate of the cost of tuition, fees and textbooks before reimbursement for completed coursework can be guaranteed.

C. All other sources of tuition assistance funding (Veterans', Federal and State) should be exhausted prior to application to the Employer for reimbursement.

D. A copy of the paid tuition and fee bill shall be submitted to the Business Administrator for reimbursement, together with a transcript showing satisfactory completion of the course undertaken; e.g. "C" or better in an A-F scale, "pass" in a pass/fail course, or "2" or better in a 4-1 scale, 4 being the highest grade.

E. An officer hired with the following degrees, or who, during the course of Township employment, attains the following degrees shall receive additional compensation added annually to his/her base pay, as follows:

Associates Degree	\$500
Baccalaureate Degree	\$1,500

Masters Degree	\$2,500
Doctorate	\$3,500

ARTICLE XII

MILITARY LEAVE

The Township agrees to provide all employees with military leave in accordance with Federal and State Statutes.

ARTICLE XIII

BEREAVEMENT LEAVE

A. Each employee shall be allowed time off between the death and the burial up to a maximum of four (4) days with pay upon the death of a member of his/her immediate family, to be applied in a manner that is consistent with the length of the officer's work day, one day of which shall be the date of death or the day of the funeral.

B. For purposes of this section, the term "immediate family" shall include only the employee's mother, father, mother-in-law, father-in-law, spouse, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, step or half relative, or domestic partner. In the event of the death of another relative or in-law, an employee may request a vacation or personal day(s) or optional paid holiday.

C. Each employee shall be allowed time off between the death and the burial up to a maximum of two (2) days with pay upon the death of a an aunt, uncle or spouse or domestic partner's grandparents, to be applied in a manner that is consistent with the length of the officer's work day, one day of which shall be the date of death or the day of the funeral.

ARTICLE XIV

NO-STRIKE PLEDGE

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a police officer from his/her duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. The PBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any PBA member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA or its members.

ARTICLE XV

OUTSIDE EMPLOYMENT

A. Police officers of the Township performing outside work or work for other employers may be required to cease such activity if, in the opinion of the Police Chief and the Township Committee, such outside work unduly interferes with or prevents said employee from properly performing his/her duties for the Township.

B. Police officers of the Township shall not be employed by the Township in any outside employment role including, but not limited to, employment as a contractor or subcontractor without the approval of the Township Committee, which shall not be unreasonably withheld.

ARTICLE XVI

LEGAL AID

A. The Township will provide legal aid to all personnel covered by this Agreement to the extent required by law, particularly N.J.S.A. 40A:12-155.

B. When legal counsel is required in addition to that provided by the insurance carrier, employees, subject to the prior approval of the Township Committee, shall have the right to select counsel of their own choosing. Such approval shall not be unreasonably denied.

ARTICLE XVII

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Township or of any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership, nor shall the PBA discriminate against any employee desiring membership in the PBA. Neither the Township nor the PBA shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE XVIII

WORK IN HIGHER RANK

Police officers who work in the capacity of Acting Sergeant or Watch Commander shall be paid at a Sergeant's rate of pay commencing on the fifth (5th) consecutive work shift and each consecutive work shift thereafter. Police officers who work in the capacity of Acting Sergeant or Watch Commander for more than a total of eight (8) work shifts during a calendar year, whether consecutive or not, shall be paid at a Sergeant's rate of pay.

ARTICLE XIX

OFF-DUTY PERFORMANCE

A. All employees shall participate in the Police and Firemen's Retirement System as permitted by the State of New Jersey, Division of Pensions, and said employees shall be covered by insurance pursuant to Article IX when performing police duty during the course of off-duty status.

B. When an employee is required to use a private vehicle for police duty, he shall be reimbursed at the prevailing rate per mile promulgated by the Internal Revenue Service.

C. An officer shall receive payment at time and one half regular pay, or compensatory time at one and one half hours for each overtime hour or fraction thereof worked, for all legitimate off-duty police related activities pertaining to criminal matters arising from outside this jurisdiction.

ARTICLE XX

INSURANCE

The Township agrees to continue to provide the current insurance for libel, slander, defamation, violation of right of privacy, detention or imprisonment, malicious prosecution, wrongful entry or eviction, or other invasion of right of privacy occupancy for the duration of this Agreement.

ARTICLE XXI

PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police.

B. Any member of the Police Department may by appointment review his personnel file in the Office of the Chief of Police.

C. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her to read, which copy he/she shall initial. The employee shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file within twenty (20) calendar days after the copy has been made available to him/her.

D. All personal history files will be carefully maintained and safeguarded permanently in the Office of the Chief of Police and nothing placed in any file shall be removed therefrom, except that an employee may make a written request to temporarily remove document(s) specified in the request for photocopying.

ARTICLE XXII

VACANCIES AND PROMOTIONS

All vacancies that occur or promotions that are to take effect shall be advertised by posting on the bulletin board thirty (30) days before the action is taken or longer if such time is necessary to permit application for such vacancies by the members of this unit. The Township reserves the right to select any candidate for promotion or vacancy or not to make a promotion or fill a vacancy.

ARTICLE XXIII

JUST CAUSE

No police officer shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage, or given an adverse evaluation of his/her services without just cause.

Any such disciplinary actions asserted by the Township, or any agent or representative thereof shall be subject to the grievance procedure. Minor disciplinary actions (suspensions of five or less days or the monetary equivalent in either money or time off), shall be arbitrable to the extent provided by law. Procedure requirements upon the employer shall minimally be those provided under N.J.S.A. 40A:14-147 et seq.

ARTICLE XXIV

CEREMONIAL ACTIVITIES

A. In the event a police officer in another Department in the State of New Jersey is killed in the line of duty, the Township may in its sole discretion permit two off duty uniformed police officers of the Department to participate in the funeral services for the said deceased officer.

B. Subject to the availability of same, and with the approval of the Police Chief, the Township may permit a Department police vehicle to be utilized by the PBA members in the said funeral service.

ARTICLE XXV

UNIFORMS, MAINTENANCE AND PERSONAL PROPERTY DAMAGE

A. The Township will reimburse for articles of clothing, (except standard issue uniform components) and watches damaged in the line of duty up to a value of \$150 per item; and for the repair/replacement of prescription eyeglasses/contact lenses damaged in the line of duty; upon submission of an official incident report and a paid receipt for the replacement/repair of the article.

B. The Township will, at its cost, retain a uniform cleaning service which will pick up, clean, and deliver back to headquarters once each week up to 4 articles of clothing per officer, including and limited to trousers, shirts, jackets, and standard issue winter coats.

C. Uniform components damaged or worn out will be exchanged for new issue upon surrender of the damaged or worn article.

ARTICLE XXVI

AUTOMATIC PAYROLL DEDUCTION FOR DUES

On the first pay period of each month, the Township shall withhold dues from all bargaining unit employees' paychecks and shall transmit said dues to the Treasurer of the Local. The Local shall inform the Township Treasurer and Administrator as to the amount of the dues. Once established, said amount shall remain in effect for the duration of the contract.

ARTICLE XXVII

UNION LEAVE

Established practice as to the taking of Union Leave shall continue. PBA Local 398 shall receive all leaves of absence with pay that it, as an employee organization is essentially entitled to, pursuant to N.J.S.A. 40A:9-7.3. In addition, the Township shall provide, upon at least seven (7) days notice, a maximum of six (6) days annually, for the Delegate and/or Alternate Delegate to attend bi-annual State and National union conventions and State mini-conventions.

The Delegate and/or Alternate Delegate may attend State and County meetings while on duty, without loss of pay, as long as the absence does not create overtime. The time attending said meetings must be documented in a format to be determined by the Chief.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

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

ARTICLE XXIX

FULLY BARGAINED PROVISIONS

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

B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January, 2014 and shall remain in effect to and including December 31, 2016 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement. The PBA shall submit a copy of its entire proposal to the Township by September 1, 2016. The Township shall, within thirty (30) days after receipt of the PBA's proposal, submit a copy of its proposals to the PBA. The economic terms of this Agreement, including salaries, benefits, increases, and fringe benefit changes, shall apply effective January 1, 2014 to all unit employees and those who retired on normal or disability pension during the term of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
at Green Brook Township, Somerset County, New Jersey, on the _____ day of
2014.

GREEN BROOK FRATERNAL
PBA LOCAL 398

GREEN BROOK TOWNSHIP
SOMERSET COUNTY, NEW JERSEY

BY: _____, Mayor

ATTEST:

ATTEST:

Kelly Cupit, MPA, RMC
Administrator/Clerk