

AGREEMENT

TOWNSHIP OF POHATCONG

AND

**NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL NO. 280
FOR THE POHATCONG TOWNSHIP POLICE DEPARTMENT**

JANUARY 1, 2004 THROUGH DECEMBER 31, 2007

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ARTICLE I
RECOGNITION

The Governing Body hereby recognizes the P.B.A. as the sole and exclusive collective negotiating unit for the full time Patrolmen, Detectives, Sergeants, and Lieutenants hereinafter called "Policemen", of the Pohatcong Township Police Department excluding the Chief of Police, under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law. This Agreement shall govern all wages, rights, and working conditions of the Pohatcong Township Police Department subject to Article III "Management Rights" which are retained by the Governing Body and subject to Civil Service Statutes, Rules and Regulations.

ARTICLE II
DEFINITIONS

- Employee:** A member of the formally recognized bargaining unit.
- Employer:** The Governing Body represented by its Council or other designated employer representative.
- Grievance:** A dispute over interpretation or application of this Agreement.
- Overtime:**
- A. (Eight Hour Schedule) Time worked by an employee with express authorization of the Employer in excess of the regular daily work requirement of eight hours within any twenty-four hour period and the normal forty hour week within a seven day period. Overtime shall be distributed as equally as possible among the employees.
 - B. (Ten Hour Schedule) Time worked by an employee with the express authorization of the employer in excess of the regular daily work requirement of ten hours within any twenty-four hour period and the normal forty hour week within a seven day period. Overtime shall be distributed as equally as possible among the employees.
- P.B.A.:** New Jersey State Police Benevolent Association Local 280.
- Probationary Period:** One year from the date the employee completes his initial training at a Police Training Commission approved Academy.
- Regular Pay Rate:** The employee's annual, semi-monthly, or monthly pay rate exclusive of overtime pay or any other special allowance.
- Scheduled Duty**
- Change:** A change in the normal work shift for which at least forty-eight hours notice given.
- Seniority:** Accumulated length of service within the Police Department computed from the employees last date of hire in accordance with Civil Service Rules and Regulations.
- Emergency Call Out:** A situation where, in the opinion of both the Shift Commander and Chief of Police (in the event he is unreachable, the highest-ranking officer other than the Shift Commander), the officer(s) on duty is (are) unable to handle the workload and another officer who is off-duty is called in to assist.

ARTICLE III
MANAGEMENT RIGHTS

- A. The Governing Body 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 Law 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;
1. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, except as specifically limited herein and to promote and transfer employees.
 2. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law.
- B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the body, the adoption of policies, rules, regulations and practices and the furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific express terms of this Agreement and applicable law.

ARTICLE IV
POLICEMEN'S RIGHTS

- A. Members of the department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.
- B. The wide-ranging powers and duties given to the department and its members involve them in all manners of contracts and relationships with the public. Out of these contracts may come questions concerning the actions of the members of the department. These questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner that is conducive to good order and discipline, the following rules are hereby adopted:
1. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous than the officer shall be advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the department is being interrogated as a witness only, he should be so informed at the initial contact. But, if the member is the subject of a disciplinary investigation, he shall have the opportunity to obtain representation by the P.B.A.
 2. The questioning shall be reasonable, reasonable respite shall be allowed. Time shall also be provided for personal necessities - meals, telephone calls, and rest periods as are reasonably necessary.
 3. The interview of the member shall not be recorded unless mutually agreed.
 4. If a member of the department is under arrest or is likely to be, that is, if he is a suspect or target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
 5. Members covered herein shall only be disciplined for just cause.
 6. A member who is the subject of a disciplinary investigation may not be required to file a supplemental report that deals with the subject matter of the investigation until after he has had

reasonable opportunity to consult with his own attorney.

7. Members shall not be suspended or suffer any loss in benefits except in accordance with Civil Service Statutes, Rules and Regulations.
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- C. The parties hereby agree that every policeman shall have the right to organize freely, join and support the P.B.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection or to refrain from doing so. The parties further agree that any member that is not associated with, or is not a member of the New Jersey State Policemen's Benevolent Association shall be assessed an equal and fair share of the costs incurred by the P.B.A. to effectively negotiate or arbitrate this Agreement. The costs assessed to those member(s) shall be paid directly to the P.B.A. in a reasonable time period upon validation of this Agreement. The parties further agree that they shall not directly or indirectly discourage or deprive or coerce any member or policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1969, or other laws of the State of New Jersey or the Constitution of the State and the United States of America; that they shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the P.B.A. and its affiliates collective negotiations with the Township of Pohatcong or his institution of any grievance, complaint or proceeding under the Agreement or otherwise with respect to any terms or conditions of employment, or to refrain from engaging in any of the above cited activities.
 - D. The P.B.A. agrees there shall be no solicitation for membership, signing up of members, collections of initiation fees, dues, fines, or assessments, meetings, or other P.B.A. activities on Governing Body time that interferes with the work program of the employee.
 - E. One designated representative of the P.B.A. shall be permitted time off to attend negotiation sessions. Said representative shall receive approval of the Chief of Police to be absent from duty and shall be in proper attire to respond to "on call" status during negotiations. The P.B.A. shall inform the Governing Body in writing of such representative and any changes thereto.
 - F. When grievance sessions are mutually scheduled during work hours, the grievant and two P.B.A. representatives shall suffer no loss in pay if on duty.

- G. A Police Officer shall have the right to inspect his personnel file on reasonable notice and reasonable time, provided a designated superior officer or Police Chief is present at the time of inspection.
- H. The State Delegate or alternate shall be given time off to attend the annual P.B.A. Convention. Said time off will not exceed five (5) days.
- I. When an open position exists all promotions shall be made from within the ranks of the existing policemen of this department, whenever any test for any promotion provided same is within the Civil Service Rules and Regulations.

ARTICLE V
GRIEVANCE PROCEDURE

- A. Purpose - The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems that may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to secure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Definition - Grievances are defined as any dispute or controversy between the parties with respect to the interpretation, application or violation of policies, Agreements and administrative decisions affecting the employees.
- C. Steps of the Grievance Procedure - The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent of the parties.

STEP ONE:

1. An aggrieved employee and/or the P.B.A. shall institute action under the provisions hereof within ten days of the Act being grieved by formally in writing, advising his immediate superior. An earnest effort shall be made to settle the grievance. Failure to act within the said ten days shall be deemed to constitute an abandonment and waiver of the grievance. The immediate superior shall render a decision within two business days after receipt of the grievance.

STEP TWO:

1. In the event the grievance is not settled by Step One, the grievance shall be reduced to writing by the grievant setting forth the nature of the grievance, the facts upon which it is based, the provision of the Agreement allegedly violated, and the remedy requested, signed by him and filed with the Chief of Police or other Employer designated representative, shall render a decision in writing within seven business days from the receipt of the grievance.

STEP THREE:

1. In the event that the grievance is not settled by Step Two, then within two days following the determination of the Chief of Police or other Employer designated representative the matter

shall be filed with the Town Council, who shall render a decision in writing within fifteen business days from the receipt of the grievance.

STEP FOUR:

1. In the event that the grievance is not resolved after Step Three, then within fifteen business days following the determination by the Governing Body the matter shall be submitted by the P.B.A. and/or the Governing Body to binding arbitration pursuant to the Public Employees Relations Commission Rules and Regulations.
 2. However, no arbitration hearing shall be scheduled sooner than thirty days after the final decision of the Governing Body. In the event the aggrieved elects to pursue civil service procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.
 3. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
 4. The decision of the Arbitrator shall be final and binding.
 5. The cost of the services of the Arbitrator shall be born equally by the Governing Body and the P.B.A. The party incurring same shall pay any other expenses, including but not limited to the presentation of witnesses.
- D. Time - The time limits set out herein shall be strictly adhered to and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However upon mutual consent of the parties, the time limits for any step may be extended or contracted.

ARTICLE VI
BULLETIN BOARDS

The Governing Body shall permit the P.B.A. reasonable use of bulletin boards for the posting of notices concerning P.B.A. business and activities and concerning matters dealing with welfare of the employees. No matters of a derogatory nature shall be included and all notices shall be of a reasonable size.

ARTICLE VII

SENIORITY

- A. Seniority as defined herein shall be uniformly applied to all employees and shall be the determining criteria for personnel assignments, vacations, shift assignments, days off, transfer, and layoff.

- B. Employees shall be considered to have vested seniority as of the date hired as a full time Police Officer. Such seniority shall accumulate until separation and shall continue during all periods of vacations, sick leave, disability, or other leave as provided herein or in accordance with law. All part time employment is excluded from seniority.

ARTICLE VIII
VACATIONS

A. All members shall be granted vacation leave with pay as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE</u>
Up to One (1) year	Up to 5 working days (pro-rated)
After One (1) year	10 working days per year
After Five (5) years	15 working days per year
After Ten (10) years	20 working days per year
After Fifteen (15) years	25 working days per year
After Twenty (20) years	30 working days per year

- B. All references above to years shall mean years of service calculated from date of enlistment, and all vacation leaves shall vest at the beginning of the year of service.
- C. Vacation days that are not used by December 31st may be accumulated into the following year only. The member may be paid for days earned up to one year.
- D. Each member shall also receive two (2) personal days of his own choosing each year upon giving his immediate supervisor at least twenty-four (24) hours notice. An additional personal day may be taken each year at the officer's discretion. This day will be taken from his initial 15 sick days that are accumulated at the beginning of each year. If an officer requests the additional personal day this day must be taken and cannot be carried over to the following year.
- E. Upon a member's retirement (i.e. age, term of service, and/or medical) from the department, full value of unused vacation shall be paid to that member.
- F. At the start of each year and before January 15, the officers will be given, by rank then seniority, a vacation schedule in which a maximum of 2 weeks vacation may be taken. After the completion of this first selection and with the Chief's approval of each vacation, the vacation schedule will be open on a first come basis.
- G. The Chief of Police is not to be included on the vacation schedule.

ARTICLE IX
HOLIDAYS

A. Employees shall receive the following paid holidays:

New Years Day	January 1
Martin Luther King Day	January 15
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Good Friday	
Memorial Day	May 30
Independence Day	July 4
Labor Day	September 1
Columbus Day	October 12
General Election Day	
Veterans Day	November 11
Thanksgiving Day	
Friday After Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25

- Holidays will be considered traditional, instead of legal holidays.

B. Any employee required to work on any of the above-enumerated holidays shall be entitled, in addition to his regular salary, time and one-half for all hours worked.

C. Each member will receive holiday pay in the next scheduled pay period and shall be calculated in accordance with subsections A and B of this Article.

D. All time worked over an (8) eight-hour shift on a holiday will be paid at the rate of time-and-one-half.

E. All time worked over a (10) ten-hour shift on a holiday will be paid at the rate of time-and-one-half.

ARTICLE X
LEAVES OF ABSENCE

- A. Leave - Any and all requests by a member for leave without pay shall be governed by the applicable Civil Service Rules and Regulations in effect at the time of said member's request.
- B. Sick Leave - Sick leave is defined to mean: Absence from duty of a member because of illness or injury by reason of which such member is unable to perform the usual duties of his position or his exposure to a contagious disease. Sick leave shall not be interpreted as including an extended period where the member serves as a nurse or housekeeper during a protracted illness of a member of the family. After three consecutive days sick leave, a certified doctor's excuse must be given to the Chief of Police upon returning to work at the Chief of Police's request.
1. Each member shall be entitled to the following sick leave per year:
 - Up to one of year of service: 12 working days per year earned at a rate of one day per month.
 - After one year of service: 15 working days per year at the rate of one and one-quarter days per month, accrued on January 1st of the calendar year.
 2. An officer who becomes ill or injured due to the performance of his duties shall receive full salary without penalty of any sick days accumulated. The Township of Pohatcong and, Workmen's Compensation or a combination thereof will pay such salary. Any Workman's Compensation will be deducted from the officer's gross pay for the period involved and the Township, if any, will pay the difference.
 3. Unused sick time shall accumulate from year to year without limitation.
 4. Once sick days have accumulated in excess of ninety (90) days, officers shall have the ability to "sell back" up to one-half of any sick time accumulated for that calendar year in the first pay period of December for that year (not to exceed 7.5 days). In the event that all sick days have been exhausted, it is understood that there will be no additional paid sick days until the next calendar year.

5. A full time employee shall receive payment of 50% for any accumulated sick time upon retirement from the department.

C. Funeral Leave - Members shall receive the following schedule of leave in the event of a death in the family:

Death of a Spouse or Child	5 working days
Parent	5 working days
Mother or father-in-law	3 working days
Grandparent	3 working days
Brother or sister	3 working days

1. In the event of a death in the officer's family not specifically mentioned, time off may be granted with the approval of the Chief of Police or the Governing Body.

ARTICLE XI
CLOTHING

- A. The Governing Body will provide all employees with uniforms.
 - 1. The governing Body will pay for cleaning of the Uniforms of the Day.

- B. If any part of the employee's uniform and/or personal effects is destroyed in the line of duty, it shall be the responsibility of the Governing Body to replace same upon approval of the Police Chief, which approval shall not be unreasonably withheld.
 - 1. This article covers personal effects used while on-duty and approved by the Chief of Police via standard operating procedures or directives of the Pohatcong Police Department.

ARTICLE XII
OVERTIME

- A. Overtime shall be defined as time worked by an employee with the express authorization of the employer in excess of the regular daily work requirement of eight hours within a twenty-four hour period per day and the normal forty-hour workweek within a seven-day period.
 - 1. In the event the ten-hour shift schedule is in effect, overtime shall be paid to an employee with the express authorization of the employer in excess of the regular daily work requirement of ten hours within a twenty-four hour period and the normal forty-hour workweek within a seven-day period.
- B. The opportunity to work overtime shall be distributed as equally as possible among the employees.
- C. Overtime shall be compensated at the rate of one-and-one-half times the hourly rate to be determined by the division of the employee's annual salary of 2080 hours.
- D. For appearance in any and all Courts, each employee shall be guaranteed a minimum of two hours pay at the time-and-one-half rate for each appearance in the event that he is required to appear for less than one hour. Should he appear for more than one hour, he shall be compensated at the time-and-one-half rate for the amount of time so required except that if an employee is on duty then he will receive his regular pay.
- E. All overtime pay will be included in the pay period worked and paid to the employee on the next scheduled pay date.
- F. For emergency call-out situations, involving a non-scheduled employee, said employee is guaranteed a minimum of three (3) hours pay at time-and-one-half his regular rate.

ARTICLE XIII
INSURANCE

A. The Governing Body shall provide full coverage health, life, and accident insurance to members covered by the contract. A copy of the policies and coverage will be given to each employee.

1. The Employer may, at its option, change the current insurance plan and/or carries, or self-insure, so long as the benefits and network (Valley Preferred and MediChoice) are equal to or better than those provided by National Benefit Administrators, Group Policy No. 4850 effective on January 1, 2000:

MEDICAL –

In-Network:

\$15 Co-pay
100% payment of most charges following the co-pay
100% preventive care to \$300 per year

Out-Of-Network:

\$500 Deductible
2 x Individual deductible maximum per family
80% of the first \$2,500, 100% thereafter
100% preventive care to \$300 per year
Mental/Nervous & Substance/Alcohol abuse plan maximum 30 days inpatient
\$2,000,000 plan maximum per individual

PRESCRIPTION DRUG CARD -

\$5.00/\$10.00 Co-pay

DENTAL – benefits are to be provided and to include the following in “network” coverage:

Preventive Services:	100%
Basic Services:	100%
Major Services:	50%

\$25.00 deductible
3 x individual deductible maximum per family applicable to major treatment only
\$1,000.00 calendar year maximum per person

a. The Governing Body will pay to the “single coverage” employee \$100.00 and to the “family coverage” employee \$300.00 annually to offset any uncovered medical costs throughout the

calendar year. Payment shall be made the first pay period in December of the current calendar year.

2. The Township will maintain life and accidental death and disability insurance in the amount of Five Thousand Dollars (\$5,000.00) per employee, as currently provided by Fort Dearborn Life Insurance Company – Group Certificate Policy Number 371019-0001.

ARTICLE XIV
ACTIONS AGAINST POLICEMEN

The Governing Body shall provide full services as required by the State Law where actions are brought against policemen. The Governing Body shall provide all policemen with false arrest insurance and vicarious liability.

ARTICLE XV
MUTUAL AID

- A. Employees while rendering aid to another community are fully covered by Workmen's Compensation, Liability Insurance and Pension, as provided by State Law.
1. This coverage shall apply to an employee acting in the line of duty whether officially on-duty or off-duty. As long as he or she is upholding his or her oath of office as a law enforcement officer no employee shall suffer any non-compensable loss should injury occur.

ARTICLE XVI

PENSION

The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the Statutes and Law of the State of New Jersey.

ARTICLE XVII
SALARIES

- A. The following salary schedule shall be implemented for the positions of Patrolman Trainee, Sixth Class, Fifth Class, Fourth Class, Patrolman Third Class, Patrolman Second Class, Patrolman First Class, Sergeant and Lieutenant:

	<u>1/1/2004</u>	<u>1/1/2005</u>	<u>1/1/2006</u>	<u>1/1/2007</u>
	4.00%	4.50%	4.50%	4.00%
Trainee	\$34,928	\$36,500	\$38,143	\$39,668
6th Class	\$41,903	\$43,788	\$45,759	\$47,589
5th Class	\$47,436	\$49,571	\$51,802	\$53,874
4th Class	\$49,713	\$51,950	\$54,288	\$56,459
3rd Class	\$52,099	\$54,443	\$56,893	\$59,169
2nd Class	\$54,599	\$57,056	\$59,623	\$62,008
1st Class	\$60,674	\$63,404.	\$66,257	\$68,907
Sergeant	\$63,928	\$66,805	\$69,811	\$72,603
Lieutenant	\$70,113	\$73,268	\$76,565	\$79,627

1. An employee shall advance to the rank of Patrolman Sixth Class upon graduation from an approved Police Academy, to Patrolman Fifth Class one year from the date of hire, but not before graduation from an approved Police Academy, to Patrolman Fourth Class two years from the date of hire, but not before graduation from an approved Police Academy, to Patrolman Third Class three years from the date of hire, but not before graduation from an approved Police Academy, to Patrolman Second Class four years from the date of hire, but not before graduation from an approved Police Academy, to Patrolman First Class five years from the date of hire, but not before graduation from an approved Police Academy, and by review and approval of the Chief of Police and/or Director of Public Safety or after five years upon

graduation from an approved police academy.

- B. Any employee assigned as a Detective shall receive \$1,150.00 per annum stipend in addition to his base salary.

ARTICLE XVIII
WORK SCHEDULE AND SHIFT ASSIGNMENTS

- A. It is the sole prerogative of the Chief of Police to establish a work schedule that shall be posted prior to November 15th of each year. Employees covered by this Agreement shall be entitled to bid for shifts annually in accordance with Rank, for selection of shift supervisor on each of the respective three shifts, then Seniority as defined in Article VII herein, which work schedule shall commence no later than January 1st of each year. However, it is agreed that the workweek shall consist of five consecutive workdays, eight hours each day, with no less than two consecutive days off or forty-eight hours, between weeks. Any hours worked over and above the eight hours per shift or more than five days in the work week will be paid at time and one-half the officers hourly rate.

It is also agreed that an officer shall receive a one-month notice of a permanent shift change and at least forty-eight hours notice of a temporary change. If such change should result in the officer's being required to work more than eight hours within any twenty-four hour period, that officer shall be compensated at the rate of one and one-half times his normal rate for all hours worked over eight hours within that twenty-four hour period. In the event of an emergency, the officer may be changed without notice or compensation. The provisions of the seniority article shall govern such assignments.

- B. Should a ten hour work schedule be in effect it shall be agreed that the work week shall consist of 4 consecutive work days, consisting of ten hours each day, with no less than 3 consecutive days off or 72 hours, between weeks. Any hours worked over and above the ten hours per shift or more than four days in the work week will be paid at time-and-one-half the officer's hourly rate. It is also agreed that an officer shall receive a one-month notice of a permanent shift change and at least forty-eight hours notice of a temporary change. If such change should result in the officer's being required to work more than ten hours within any twenty-four hour period, that officer shall be compensated at the rate of one and one-half times his normal rate for all hours worked over ten hours within that twenty-four hour period. In the event of an emergency, the officer may be changed without notice or compensation. The provisions of the seniority article shall govern such assignments.

- C. When two officers are regularly scheduled for duty on the same shift and one calls off sick the on

duty officer will be able to fill the shift or a portion thereof if possible. If no one is available to work the shift or a portion thereof, the remaining officer will work alone without additional compensation. All efforts to fill the shift will be done utilizing the department's Overtime Roster.

ARTICLE XIX
TRAVEL ALLOWANCE

- A. Employees covered by this Agreement shall be reimbursed at the rate currently allowable by I.R.S. guidelines pertaining to mileage reimbursement for use of his/her personal vehicle for attendance at out-of-town functions such as meetings, court and training sessions, if attendance is required.

- B. Employees shall be reimbursed for meals and lodging while attending out-of-town functions, if approved in advance by the Chief of Police, in accordance with the standards set by I.R.S. Publication 1542.
 - 1. Each employee requesting such reimbursement shall supply the Township with valid receipts.

ARTICLE XX
EDUCATIONAL INCENTIVE

All employees covered by this Agreement shall receive ten (\$10.00) annually for each college credit he has as of January of the then current calendar year which credits are applicable towards a Law Enforcement Degree Program (e.g., Criminal Justice or Police Science).

ARTICLE XXI

LONGEVITY

A. Longevity is to be paid to Officers who have served with the Township under the following schedule:

At the end of an officer's **5th year anniversary** a one-time bonus of \$2,000.00 will be given.

At the end of an officer's **10th year anniversary** a one-time bonus of \$4,000.00 will be given.

At the end of an officer's **15th year anniversary** a one-time bonus of \$6,000.00 will be given.

At the end of an officer's **20th year anniversary** a one-time bonus of \$8,000.00 will be given.

At the end of an officer's **25th year anniversary** a one-time bonus of \$10,000.00 will be given.

1. All Longevity Bonuses shall be vested as of January 1st of the calendar year of the officer's anniversary date.

ARTICLE XXII
EXTRA CONTRACTUAL AGREEMENTS

The Governing Body agrees not to enter into any other Agreement of contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the P.B.A. agrees to any change in writing.

ARTICLE XXIII
PRESERVATION OF PRACTICES

The Employer agrees that all the benefits, terms and conditions of employment relating to the status of police officers, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any police officer pursuant to any rules, regulations, instructions, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XXIV
FULLY BARGAINED PROVISIONS

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

ARTICLE XXV
SEPARABILITY AND SAVINGS

If any provisions of the Agreement or any application of this Agreement to any employee, member or group of employees or member is held to be invalid by operation of law by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to such invalid provision, provided the provision is of an economic nature, consistent with law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A et seq. However, all other provision and application contained herein shall continue in full force and effect and shall not be affected thereby.

ARTICLE XXVI
AGENCY SHOP PROVISION

- A. Purpose of Fee - If an employee covered by this Agreement does not become a member of the P.B.A. during any membership year (i.e., from January 1 to the following December 31) that is covered in whole or in part by this Agreement, said employee would be required to pay a representation fee to the P.B.A. for that membership year. The purpose for this fee will be to offset the employee's per capita cost of services rendered by the P.B.A. as majority representative.
- B. Amount of Fee:
1. Notification - Prior to the Beginning of each membership year, the P.B.A. will notify the Town in writing the amount of the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.
 2. Legal Maximum - In order to adequately offset the per capita cost of services rendered by the P.B.A. as majority representative, the representative fee should be equal in amount the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.
- C. Deduction and Transmission of Fee:
1. Notification - Once during each membership year covered in whole or in part by this Agreement, the P.B.A. will submit to the Township a list of those employees who have not become members of the P.B.A. for then current membership year. The Town will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the P.B.A.

2. Payroll Deduction Schedule - The Town will deduct from the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will be with the first paycheck paid:
 - a. Ten (10) days after receipt of the aforesaid list by the Township, or
 - b. Twenty (20) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the resumption of employment in a bargaining unit position, whichever is later.
 3. Termination of Employment - If an Employee who is required to pay a representation fee terminates his or her employment with the town before the P.B.A. has received full amount of the representation fee to which it is entitled under this article, the Town will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
 4. Mechanics - Except as otherwise provided in this article, the mechanics for the deduction of the representation fees and the transmission of such fees to the P.B.A. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the P.B.A.
 5. Changes - The P.B.A. will notify the Town in writing of changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Town received said notice.
 6. New Employees - on or about the last day of each month, beginning with the month this Agreement becomes effective, the Town will submit to the P.B.A. a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will included, names, job titles, and dates of employment for all such employees.
- D. The P.B.A. agrees to establish and maintain a "Demand and Return" system whereby employees who are required to pay the representation in lieu of dues may demand the return of the "Pro Rate

Share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the P.B.A.. Such proceedings shall provide for an appeal by either the P.B.A. or the employee to the Review Board established for such purposes and in accordance with the N.J.S.A. 34:13A-5.4, as amended.

- E. The Union shall indemnify and hold harmless the Employer against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this article.

ARTICLE XXVII
TERM AND RENEWAL

This agreement shall be in full force and effect retroactively as of 12:01 a.m. January 1, 2004 and shall remain in effect to and including December 31, 2007 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter until a new contract is agreed upon or one party or the other gives notice in writing no sooner than one hundred fifty days nor later than ninety days prior to the expiration date of the Agreement of a desire to change, modify or terminate this Agreement. In the event such written notice is given, and a new Agreement, said Agreement is to continue in full force and effect until a new Agreement is signed, unless prior to December 31, 2007 there shall be a dissolution of the Pohatcong Township Police Department.

IN WITNESS WHEREOF, the Parties by their authorized representatives have hereunto set their hands and seals this _____ day of _____, 2004.

TOWNSHIP OF POHATCONG

WARREN COUNTY

STATE OF NEW JERSEY

[Signature]
Anthony S. Vangelis
[Signature]

NEW JERSEY STATE POLICEMENS

BENEVOLENT ASSOCIATION

LOCAL NO. 280

[Signature]
[Signature]
[Signature]

[Signature]
Representative, Warren County P.B.A. Local 280

