

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**TOWNSHIP OF READINGTON**

**and**

**POLICEMEN'S BENEVOLENT ASSOCIATION**

**LOCAL NO. 317**

**(LIEUTENANTS)**

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**JANUARY 1, 2005 THROUGH DECEMBER 31, 2009**

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## Preamble

This agreement entered into by The Township of Readington, hereinafter referred to as the "Township", and the Policemen's Benevolent Association, Local 317, Lieutenants' Unit (hereinafter "the PBA"), has as its purpose the promotion of harmonious employee relations between the Township and the PBA, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of the salaries, wages, hours of work and other terms and conditions of employment.

## Article I - Recognition

The Township recognizes the PBA as the sole and exclusive representative covered by this Agreement for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment.

The Township will not negotiate any other or additional terms and conditions of employment including those expressed in this Agreement with any other individual or group of employees covered by this Agreement.

Those employees covered by this Agreement shall include all full-time permanent Lieutenants employed by the Township.

An employee shall be permanent upon the completion of one year of satisfactory service after promotion.

## Article II - Access to Personnel Files

1. A separate personal history file shall be established and maintained for each Lieutenant covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police. No other file, document or dossier of personnel records will be maintained, official or otherwise, by any person, for any reason whatsoever, except for payroll, insurance claims, pension records, sick leave, and vacation time which shall be kept in the Administrator's office.
2. Unless an ongoing investigation is taking place, no document or report shall be placed in a Lieutenant's personnel file without prior notice to the Lieutenant. In the case of derogatory material, the Lieutenant shall have the opportunity to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Lieutenant shall also have the right to submit a written answer to such derogatory material and his answer shall be reviewed by the Chief of Police, or his designee, and attached to the file copy.
3. Any Lieutenant shall have the right to inspect his complete personnel file upon reasonable notice and at a reasonable time upon request, except during an investigation. A Lieutenant shall have the right to review the contents of his personnel file and to indicate those documents, which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Chief of Police, or his designee, and shall be destroyed if deemed appropriate. Disputes over the retention of said documents may be processed through the contractual grievance procedure commencing at Step 2.
4. Each regular written evaluation of work performance, where made, shall be made available to the employee, and shall be reviewed in the employee's presence and evidence of such review shall be the signature of the employee on the evaluation form. Such signature shall not be construed as agreement with any item appearing in such report.

### Article III - Grievance Procedure

1. Purpose

A. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the employer. The employer shall notify the PBA of any resolution or adjustment resulting from such discussions.

2. Definition

A. With regard to the employees, the term "grievance" as used herein means an appeal by an individual employee from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the employer, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

B. The term "grievance" as used herein shall not refer to any matter which was, or which could have been, raised at the bargaining table during the negotiations that led to the instant Agreement.

C. The term "grievance" as used herein shall not refer to any matter governed by Article XIX, Section 2 of this Agreement.

1. With respect to employee grievances, no grievance may be proceed beyond Step 1 herein unless it constitutes a complaint or controversy arising over the interpretations, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 1 herein.

3. Steps of the Grievance Procedure.

The following constitute the sole and exclusive method of solving grievances between the parties covered by this Agreement and shall be followed in its entirety unless a Step is waived by mutual consent.

Step 1

- (a) An aggrieved Lieutenant, the PBA on behalf of an aggrieved Lieutenant or Lieutenants or the Township shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence of the grievance or from the time the grievance could reasonably have had knowledge of said event, and an earnest effort shall be made to settle the differences between the aggrieved Lieutenant and the Chief of Police, for the purpose of resolving the matter informally. Failure to act within thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.
- (b) The Chief of Police, or his designee, shall render a written decision within fifteen (15) calendar days after the receipt of the grievance.

Step 2

- (a) In the event the grievance has not been resolved in or at Step 1, the Lieutenant shall, in writing and signed, file the grievance with the Township Committee within five (5) calendar days following the determination at Step 1.
- (b) The Township Committee shall render a written decision within fifteen (15) calendar days from receipt of the grievance.

Step 3

- (a) In the event the grievance has not been resolved in or at Step 2, the matter may be referred to arbitration as hereinafter provided.
- (b) In the event the Township or the PBA desires to submit a grievance to arbitration, the following procedure shall be followed.
  - (1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party (is) within fifteen (15) calendar days following receipt of the Township Committee's determination.
  - (2) The party demanding arbitration shall request the Public Employment Relations Commission to appoint an arbitrator. The selection of the arbitrator

shall be conducted in accordance with the rules and regulations of the Public Employment Relations Commission.

- (3) The costs of the services of the arbitrator shall be borne equally by the Township and the Lieutenants.
- (4) The arbitrator shall be bound by the provisions of this Agreement and by applicable laws of the State of New Jersey and of the United States, and decisions of the Courts of the State of New Jersey and of the United States. 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. In rendering his written decision, the arbitrator shall indicate his findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding upon the parties subject to application judicial or administrative proceedings.
- (5) Any expenses other than the cost for the services of the arbitrator, including but not limited to presentation of witnesses, shall be borne by the party incurring the same.

4. A failure to respond at any Step in this procedure by the Township or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next Step.

5. Time limits may be extended by the parties, by mutual written agreement.

6. The Township reserves the right to file in writing a grievance on its behalf with the PBA who shall conduct a conference with the representatives of the Township within ten (10) days of filing of the grievance, and said conference representative shall render a joint written determination within fifteen (15) days of the conference.



## Article IV - Outside Employment

Prior to engaging in any outside business or employment, the member or employee shall request permission to do so from the Chief of Police in writing, whose consent shall not be unreasonably withheld.

Any outside employment must not interfere with an employee's efficiency or constitute any conflict of interest. Approved outside employment shall be subject to the following rules:

1. The employee shall provide the Chief of Police on a weekly basis with the actual number of hours worked each day during the preceding week in an outside (non-municipal) business or employment.
2. Should the Lieutenant have the type of outside employment or business where his hours remain constant, he may provide the hours of anticipated outside work once and only report again should the hours change.
3. Should the outside employee be provided with a definite work schedule prior to his work periods (i.e., beginning of the month or beginning of the week), a copy of this may be provided in lieu of a report at the end of the week.

## Article V - Hospital, Medical, Surgical, & Dental Ins. Plus Prescription Plan

Currant hospital, medical, surgical, and dental insurance benefits, plus prescription drug policy, will be provided to each employee and will be continued for the duration of the Agreement at the sole expense of the Township. Effective January 1, 1996, the prescription drug plan will change to a five (\$5.00) dollar co-payment for generic drugs and a ten (\$10.00) dollar co-payment for name brands.

The Township may change insurance carriers provided substantially similar benefits are provided and that there are no costs assessed against the employee.

Each employee shall be given a booklet describing his health and pension benefits in detail. Each employee shall receive copies, forms where available, and identification cards, where applicable.

## Article VI - Sick Leave

1. The employer agrees that the employee shall receive a total of twelve (12) sick days per year for each full year worked. Any day or days taken off for other than work-related illness or injury will be deducted from the cumulative leave. Special consideration may be applied for by application to the Chief of Police, who shall then make a written report and recommendation to the Township Committee for any prolonged illness.
  - A. Sick time allowance is granted only for an employee's sickness or injury not work-related and cannot be taken for any other reason except as related within this section.
  - B. Compensable illness or injury (as determined by the Division of Worker's Compensation): Employees will be paid the difference between compensation payment and full salary.
2. Employees unable to report for duty because of sickness or injury shall make an immediate report to their commanding officer at the desk in person, or by telephone.
3. Conversion of sick days: In any one year a full-time Lieutenant who does not use his twelve (12) sick days during that year will be paid for the balance of the first six (6) unused sick days at straight time rates, payment to be made at the end of the fiscal year in a separate check.
4. Sick days shall be cumulative to a maximum of one hundred (100) days.
5. The following reasons shall be construed as being allowable sick days:
  - A. Absence of any Lieutenant from duty because of a personal illness or injury by reason of which such employee is unable to perform the usual duties of his or her position.
  - B. Exposure to contagious disease by reason that such employee is placed under quarantine by a duly constituted health authority.
6. Absence from duty, without just cause, for five (5) consecutive days shall constitute termination of employment. N.J.S.A. 40a: 14-122.
7. When deemed necessary by the Chief of Police, the Lieutenant on such sick leave in excess of three (3) consecutive days shall provide a certified physician's statement attesting to such illness upon return to work, which statement is to be paid for by the employer. In the event the Township directs a Lieutenant to a physician while the Lieutenant is on sick leave and

said Lieutenant states that he is too ill to travel by himself, the Township shall provide transportation to the physician.

8. Lieutenants, while rendering aid to another community at the direction of their superiors, or while rendering aid in another community, whether on duty or off duty, as long as such conduct was within the scope and duties of the law enforcement officer, shall be fully covered by Worker's Compensation and Liability Insurance and Pensions as provided by State Law.
9. The determination as to whether or not an injury or illness was sustained in the performance of duty shall be in accordance with the findings of the Division of Worker's Compensation, or in the event that such findings are appealed to the Court's, upon the findings of the Courts of the State of New Jersey.
10. Upon retirement, the employer shall pay the Lieutenant for (50%) of any sick leave accrued, but unpaid, at the time, up to a maximum of fifty (50) days (which is 50% of the 100 day maximum accrual allowed) at his then current rate of pay.

## Article VII - Disability

The Township will pay the Lieutenant his full salary for non-job related disability which prevents the Lieutenant from performing his duties, provided the following five (5) conditions are met:

1. Employee must have five- (5) years continuous employment with the Township.
2. The employee must exhaust both accumulated sick leave and vacation days prior to receiving benefit.
3. The employee must apply for Worker's Compensation benefits against the second employer if the injury is related to the second job.
4. The employee must turn over all temporary disability payments to the Township received during the three (3) months he is receiving pay from the Township hereunder.
5. In addition to the present health care insurance coverage, the employer will join the Temporary Disability State Benefits Plan the cost of which will be borne equally by the employer and employee. This will become effective after the Lieutenant has exhausted all accumulated sick and vacation time and three (3) months disability coverage by the Township (Sections 2, 3, and 4).

## Article VIII - Holidays

1. Official holidays with pay shall be observed by the Township to be designated by the Township Committee each year as follows:

New Year' Day – January 1

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day – December 25

½ day on December 24

½ day on December 31

2. When an official holiday falls on a Sunday, the following Monday shall be observed as a holiday. When an official holiday falls on a Saturday, the proceeding Friday will be observed as that holiday.

3. On any day or partial day designated by the Township by public proclamation as a day or partial day off for Township employees, police personnel will be given the day or partial day off when scheduling permits, or equal compensatory time at a later day on an hour-for-hour basis equal to the number of premature closing hours of the municipal offices.

4. Lieutenants who do not work on the observed holiday shall receive their regular daily rate of pay for the holiday.

5. Lieutenants who are required to work on an observed holiday will be paid their base pay plus payment at their overtime rate of pay for hours actually worked for such holiday.
6. For the ½ day on December 24 and the ½ day on December 31, said overtime will start at 12:00 noon, hour-for-hour, until 12:00 midnight. (i.e. double-time will be paid for this period.)
7. Each Lieutenant shall be paid for three (3) holidays whether worked or not, at his then current rate of pay. Said holiday pay shall be issued as a separate check payable the first pay in November of the respective year.

**Article IX - Vacation Leave**

1. Full-time and salaried employees are authorized annual vacation allowance with full pay and benefits each fiscal year in accordance with the following schedule:

- A. Upon completion of six (6) months full-time employment 5 days
- B. Upon completion of one (1) year of service 10 days
- C. Upon completion of two (2) years of service 11 days
- D. Upon completion of three (3) years of service 12 days
- E. Upon completion of four (4) years of service 12 days
- F. Upon completion of five (5) years of service 12 days
- G. Upon completion of six (6) years of service 13 days
- H. Upon completion of seven (7) years of service 13 days
- I. Upon completion of eight (8) years of service 14 days
- J. Upon completion of nine (9) years of service 15 days
- K. Upon completion of ten (10) years of service 18 days
- L. Upon completion of fifteen (15) years of service 22 days
- M. Upon completion of twenty (20) years of service 24 days
- N. Upon completion of twenty-five (25) years of service 26 days

2. Prior to April 1, the Chief shall file the vacation schedule of his employees with the Township Administrator. In the event of a conflict of vacation days of key employees; (i.e. Lieutenants and the Chief of Police, that cannot be satisfactorily resolved, the Chief may request a review of the schedule from the Township Administrator and the Township Administrator's decision shall be final.

3. Lieutenants are encouraged, but not required, to take vacation in periods of one (1) week; however, each Lieutenant must take at least one (1) week of vacation each year in a block. They shall take vacations for not more than two (2) consecutive weeks. Under unusual circumstances, with the recommendation of the Chief, the Township Administrator may authorize vacation periods of more than two (2) consecutive weeks.



4. Unless authorized by the Township, extra compensation will not be allowed in lieu of unused vacation time. It is the desire of the Township Committee that each employee takes the advantage of authorized vacation periods for health, rest and relaxation.

## Article X - Leave of Absence

1. Bereavement Leave with Pay for Death:

A. Leave of absence for death in the immediate family of a Lieutenant will be granted up to three (3) days. Lieutenants can request an extension of time from the Township Committee, which will be considered upon application.

B. For relatives outside the immediate family, which includes grandchildren, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, one (1) day will be granted for personal leave. An extension with pay may be granted upon request to the Township Committee.

2. A leave of absence without pay may be requested by a Lieutenant who shall submit all facts bearing on the request in writing to the Chief of Police. The Chief of Police will make recommendations in writing to the Township Committee, which will consider the request and grant or reject the request for the leave of absence.

## Article XI - Personal Days

Each Lieutenant will receive three (3) personal days each year, which cannot be accumulated beyond December 31<sup>st</sup>. Written notification supplied no less than one (1) week in advance to the Chief of Police shall be required.

If the requested personal day cannot be granted within the calendar year ending December 31<sup>st</sup>, it may be carried to March 31<sup>st</sup> of the following year.

In case of personal emergency the advance notification requirement may be waived at the discretion of the Chief of Police.

Request for personal leave shall be acted upon in order of the time of submission.

## Article XII - Hours of Work and Overtime

1. Hours of Work:

A. The regular workweek shall consist of eight (8) hours per day; including one-half hour meal break, not to exceed five (5) consecutive days. Effective December 1, 2006 and moving forward, the regular workweek shall consist of eight and one-half (8.5) hours per day; including one-half hour meal break, not to exceed five (5) consecutive days.

2. Definition of a Day: A day shall be defined as a full twenty-four-- (24) hour period.

3. Meal Break: Lieutenants may take their break when time and circumstances permit.

4. Overtime: It is agreed that, whenever possible, the Chief and Lieutenant involved shall mutually agree to change their regular scheduled shift to avoid overtime.

A. All overtime worked by a Lieutenant to cover a routine patrol shift to provide minimum coverage as scheduled / required by the Chief of Police shall be paid overtime at time and one-half. It may be taken as compensatory time at time and one-half, but only if mutually agreed to by both the individual Lieutenant and the Chief of Police for each specific occasion of such overtime.

B. Overtime shall be paid for County and Municipal Court only when the Lieutenant is off duty. Municipal Court should be set up if possible during the Lieutenants working hours.

C. Overtime shall be computed to the nearest one-quarter hour.

D. Any Lieutenant recalled to duty from off premises not on his normal shift shall be paid a minimum of four (4) hours overtime at time and one-half. There shall be no pyramiding of overtime for the same hours worked. Overtime shall be paid only when authorized by the Chief of Police or his designee.

E. Limitation of Paid Overtime: No Lieutenant shall be paid for overtime in excess of one hundred thirty (130) hours in any calendar year. Any County and Municipal Court that can not be scheduled during the Lieutenants normal working hours will not be counted in the one hundred thirty (130) hours in any calendar year. Outside employment, per July 5, 1988 Ordinance shall not be included in the one hundred thirty-- (130) hour maximum set forth above. There shall be no overtime paid to Lieutenants who work more than eight (8) hours in any twenty-four-- (24) hour period while changing from one shift to another.

F. Lieutenants will attend departmental meetings. If not during regularly scheduled work time, there will be no overtime or comp time consideration for the first sixteen (16) accumulated hours per calendar year.

### Article XIII - Education and Training

1. The employer agrees to pay tuition for police related courses at prevailing State College rates subject to the approval of the Chief of Police provided:

A. No other outside source of funds for schools is available.

B. Satisfactory completion of a course with a "C" or better.

C. Any Lieutenant attending the Police Academy or any other Police Training Academy that is recognized by the New Jersey Police Training Commission, with the assignment of the Chief of Police, shall be compensated straight time to complete the course. A Lieutenant shall be paid for meals and transportation, if not provided, while attending the Police Academy or any other institution that he is ordered or authorized to attend by the Chief of the Department or his designee.

D. Each member of the Police Department shall, without discrimination and with an equal opportunity, be permitted to attend certified Police Training Schools for the purpose of education and job training. All fees, for ordered or authorized training, shall with the Chief's approval, be borne by the Township. Lieutenants attending ordered or authorized courses or training shall be compensated with full pay and benefits.

E. In the event that any school or academy requires overnight attendance, or if the location of such training institution is of such distance away from the Lieutenant's home that overnight attendance is both desirable and convenient and the facilities and meals are not provided, the Township will reimburse each Lieutenant his lodging and meal expenses for meals and accommodations not provided by the training institution when directed by the Chief.

F. Reimbursement shall be made to the Lieutenant to a maximum of five (\$5.00) dollars for breakfast, seven (\$7.00) dollars for lunch, twelve (\$12.00) dollars for supper. Reservations for overnight lodging will be arranged through the Township voucher system.

G. When the Chief of Police, or his designated representative or training officer, receives notice of the availability of Police Training courses, he shall immediately post all notices of same conspicuously for all members of the Police Department.

H. The Township will reimburse Lieutenants for a meal after twelve (12) consecutive hours. Meal allowance will not be paid for an employee's regular lunch period. Reimbursement by receipt shall be made for actual cost up to a maximum of ten (\$10.00) dollars per meal.

I. Each Lieutenant will receive compensation for attaining a college degree in criminal justice or law enforcement in the following amounts per year.

- |      |                              |          |
|------|------------------------------|----------|
| (1). | Associate of Arts or Science | \$250.00 |
| (2)  | Bachelor of Arts or Science  | \$500.00 |
| (3)  | Masters of Arts or Science   | \$750.00 |

Compensation shall be prorated from the date of award and included in bimonthly pay. Compensation will be paid on the highest degree attained and not compounded.

Lieutenants terminating employment shall be entitled to prorated portion of compensation based on time served.

## Article XIV - Salary

Anniversary Date: All paid increments shall take effect on the first day of January, or the first day of July following said anniversary date, whichever is closest to same.

Probationary Lieutenant: Salary will be five hundred (\$500.00) dollars above the officer's existing pay grade.

2005	\$88,290.00	(4%)
2006	\$94,822.00	(4% + \$3,000) <sup>1</sup>
2007	\$100,193.00	(2.5% + \$3,000)
2008	\$103,700.00	(3.5%)
2009	\$107,848.00	(4%)

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<sup>1</sup> The \$3,000 increase in base pay shall not be used to calculate retroactive overtime and holiday pay in 2006.



## Article XV - False Arrest Insurance

The employer will continue to provide the "False Arrest Insurance" in effect to date providing said False Arrest Insurance specifically states "Police Officer" in the policy.

## Article XVI - Longevity Plan

All Lieutenants shall, upon completion of five (5) years continuous employment service, receive a salary or wage stability increase computed at the rate of two (2%) percent of such employee's base pay; Thereafter such employee shall receive an annual salary or wage stability increases as follows:

After completion of 5 years	2%
After completion of 6 years	2%
After completion of 7 years	2%
After completion of 8 years	3%
After completion of 9 years	3%
After completion of 10 years	4%
After completion of 11 years	4%
After completion of 12 years	4%
After completion of 13 years	5%
After completion of 14 years	5%
After completion of 15 years	6%
After completion of 16 years	6%
After completion of 17 years	6%
After completion of 18 years	6%
After completion of 19 years	7%
After completion of 20 years and beyond	7%

Such salary or wage stability payment shall be provided in each pay period where applicable. The Longevity Plan will not apply to any Lieutenant hired after January 1, 1995. Any Lieutenant appointed from within rank will retain longevity only if he/she qualified for longevity in his/hers previous contract.

## Article XVII - Uniform Allowance

The Township shall provide all sworn members of the Police Department who have completed not less than one (1) year of continuous service a clothing allowance for the maintenance of police uniforms in the amount of five hundred and fifty (\$550.00) dollars in 2005, 2006, 2007, 2008, and 2009, with taxes deducted. The township shall continue to provide new uniforms and equipment to new officers and the replacement of old uniforms and equipment to officers at no cost to the officer.

## Article XVIII - Mileage

1. The Township shall pay mileage at the rate of 25 cents per mile for the use of employee's private vehicle in connection with official duties. Such mileage shall be computed from the point of origin to the destination.
2. All Lieutenants traveling outside the Township on official business, (i.e., schools, and courts), shall be entitled to use a Township vehicle, if available.

## Article XIX - Management Rights

1. It is understood and agreed that all rights of management are retained by the Township, except as modified by this Agreement, and that these rights shall include, but not by way of exclusion, the right to (a) select and direct the employees, (b) hire, promote, transfer, and assign, (c) suspend, demote, discharge or take other disciplinary action for good cause, (d) establish the daily and weekly work schedules, (e) make changes in the starting and stopping time for the daily or weekly work schedules, (f) relieve employees from duty because of lack of work or for other legitimate reasons, (g) determine the work to be performed within the unit of employees covered by this Agreement, (h) hire the services of special patrol personnel as provided by law, (I) make reasonable and binding rules and regulations together with modifications of existing rules and regulations.

2. The present rules and regulations pertaining to the operation of the Police Department and the maintenance of discipline will remain in effect subject to future change. The Township may modify existing rules and may establish and enforce new rules and regulations, not inconsistent with this Agreement, by delegating such authority to the Chief of Police in connection with the operation of the Police Department and maintenance of discipline.

3. It is understood that the Lieutenants shall comply with all such rules and regulations. Lieutenants shall promptly and efficiently execute the instructions and orders of the Chief of Police or his designated representative. If any Lieutenant or Lieutenants believe a rule, regulation, instruction or order is unreasonable, unjust, or in violation of the contract between the parties, the Lieutenant or Lieutenants shall comply with the rule, regulation, order or instruction, subject to the rights provided in the Grievance Procedure set forth in this Agreement.

4. Where the exercise of any management prerogative or responsibility herein affects the operational effectiveness of the Readington Township Police Department, the same shall be exercised by the Chief of Police on behalf of the Township.

## Article XX - Seniority

1. All full-time Lieutenants continuously employed shall have seniority, for employment purposes, over all part-time employees or CETA employees, whether or not such CETA employees are fully employed.
2. In the event of lay-offs, the Lieutenant with the least seniority shall be laid-off. All employees who are laid-off shall have the first right to be re-employed and the Township shall not employ anyone as a member of the Police Department until all laid-off members have been given the opportunity to be fully reinstated to duty with all pay and privileges. Employment rights of a laid-off Lieutenant will terminate after a period of two- (2) year of lay-off. Employment rights of a laid off employee will terminate after a period of one (1) year of lay-off for employees hired after December 31, 1994. As a clarification, the intent is that current employees retain the two-year lay-off right to re-employment.
3. Seniority shall be applied in cases of lay-offs and re-hiring.
4. The right to re-hiring or reinstatement shall not be applicable to employees who are dismissed or discharged during their probationary period.
5. Continuous employment service shall mean continuous employment by the Township, without breaks in service from year to year, except for annual vacation, earned sick leave, extended sick leave, service in the Armed Forces of the United States, and authorized leaves of absence up to one (1) year.

## Article XXI - Legal Representation and Legal Fees

The Township agrees to provide for the defense of actions or proceedings in accordance with N.J.S.A. 40A: 14-155.

## Article XXII - Association Rights

No full-time Lieutenant covered by this Agreement shall be replaced by any non-police officer, part-time police officer, or other personnel. This shall not be interpreted to disallow the use of special officers, meter maids, dispatchers, matrons, crossing guards, and other similar personnel in their statutory prescribed function as long as said individuals are not performing the routine function of police Lieutenants.



## Article XXIII - Miscellaneous

1. Saving Clause: If any provision of this Agreement shall conflict with any law, or for any reason be declared void, such provision shall be deemed severable and such severability shall have no effect on the remaining provisions of this Agreement.
2. Fully Bargained Provision: This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which 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, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
3. The Township shall reproduce this Agreement in sufficient quantity so that every Lieutenant may be provided with a copy. This printing and distribution shall be accomplished within thirty (30) days of the signing of this Agreement.
4. For the purpose of giving notice in regard to any matter covered by this Agreement, the Township may be given notice through either the Township Administrator or the Township Clerk. The PBA may be given notice through any Lieutenant of the Readington Township Police Department, Whitehouse Station, New Jersey 08889.

## Article XXIV - General Provisions

1. The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in future enforcement of the terms and conditions thereof.
2. There shall be no discrimination, interference, or coercion by the employer or any of its agents against the Lieutenants.
3. It is agreed that in the event any provision of this Agreement if initially declared invalid or unenforceable the parties may meet, within thirty (30) days or written notice by either party to the other, to negotiate concerning the modification or revision of such clause or clauses in this contract.
4. The parties may, by mutual agreement in writing, agree to meet at any time during the duration of this contract in order to make any modifications, changes, additions or deletions to the contract as they deem just and proper.
5. Nothing contained in this Agreement shall be construed to deny, restrict, or limit to any Police Lieutenant any rights, benefits, or privileges he may have by any other applicable law or regulation.

Article XXV - Duration

This agreement shall be effective from January 1, 2005 through December 31, 2009, and shall continue in full force and effect until a successor agreement is signed.

The parties agree to enter collective negotiations regarding a successor agreement not later than October 1, 2009.

PBA 317 <sup>so/d</sup>

IN WITNESS WHEREOF, the ~~Superior Officers Association~~ and the Township have caused this Agreement to be signed by their duly authorized representatives this \_\_\_\_\_ Day of January, 2007.

Township of Readington

By: Vita Mekovetz

Vita Mekovetz  
Township Administrator and  
Township Clerk

By: 

Gerard J. Shamey, Mayor

Policemen's Benevolent Association  
Local 317, Lieutenants' Unit

By: 

Lt. Sebastian Donaruma

By: 

Lt. Scott Oldenburg