

AGREEMENT

Between

TOWNSHIP OF OLD BRIDGE

and

OLD BRIDGE POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 127

JULY 1, 2004 through JUNE 30, 2008

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

<u>Article</u>		<u>Page</u>
	PREAMBLE	5
I	RECOGNITION.....	5
II	NEGOTIATION PROCEDURE	5-6
III	P.B.A. RIGHTS AND PRIVILEGES	6
	Information	6-7
	Release Time for Meetings.....	7
	Use of Municipal Facilities	7-8
	P.B.A. Representation	8-9
	Exclusive Rights	9
IV	DUES CHECK-OFF AND REPRESENTATION FEE.....	9-10
	Representation Fee	10
	Amount of Fee, Notification, Legal Maximum.....	10-11
	Deduction and Transmission of Fee	11
	Notification, Payroll Deduction Schedule	12
	Termination of Employment	12
	Mechanics, Changes, New Employees.....	13
	Liability	14
V	NO STRIKE PLEDGE.....	14-15
VI	SALARIES	15-17
VII	OVERTIME	17-18

24		Detective Bureau	18
25		Patrol Bureau	18
26		Non-Patrol Bureaus	19
27		Overtime Distribution.....	19
28		Light Duty	20
29		Working Up In Rank	20
30		In-Service Training.....	21
31		Muster Time	21
32		Field Training Officers	21
33	VIII	LONGEVITY	21-22
34	IX	VACATION	22-25
35	X	HOLIDAYS.....	26
36	XI	SICK AND BEREAVEMENT LEAVES	27
37		Sick Leave	27-28
38		Accrued Sick Leave - Annual, Retirement or Death.....	28-30
39		Death in Employee's or Spouse's Immediate Family	31
40		Death outside of Employee's or Spouse's Immediate Family	31-32
41	XII	HEALTH AND DISABILITY	32
42		Health Insurance.....	32-34
43		Injury in the Performance of Duty.....	34
44		Long Term Disability Benefits.....	34-35
45		Optical Insurance.....	35
46		Health Benefits - Death of Employee	35

47		Employee Stress Assistance Program	36
48		Life Insurance	36-37
49		Health Benefits - Retirement	37-38
50	XIII	COLLEGE INCENTIVE PLAN	38-40
51	XIV	LEAVE OF ABSENCE.....	40-41
52	XV	DISCIPLINARY ACTION	41
53	XVI	EMPLOYEE RIGHTS	42-44
54		Rights and Protective Representation.....	43
55		Statutory Savings Clause.....	44
56		Required Meetings or Hearings.....	44-45
57	XVII	MANAGEMENT RIGHTS.....	45
58	XVIII	LEGAL AID.....	45
59	XIX	NON-DISCRIMINATION.....	46
60	XX	OUTSIDE EMPLOYMENT AND ACTIVITIES.....	46-48
61	XXI	GRIEVANCE PROCEDURE	48
62		Definition.....	48
63		Procedure.....	48-49
64		Step One	49
65		Step Two through Step Three.....	49-52
66	XXII	CLOTHING REQUIREMENT AND MEAL ALLOWANCE.....	52-53
67	XXIII	RULES AND REGULATIONS COMMITTEE	53
68	XXIV	SENIORITY	53
69	XXV	PERSONNEL FILE.....	54-55

70		Derogatory Material	54
71		Right of Review	55
72	XXVI	MISCELLANEOUS.....	55-56
73	XXVII	SEPARABILITY, SAVINGS AND NO WAIVER.....	56
74	XXVIII	FULLY BARGAINED PROVISIONS	56-57
75	XXIX	SHIFT BID	57-58
76	XXX	TERM AND RENEWAL.....	59
77			
78			
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PREAMBLE

This Agreement entered into this 1st day of July, 2004, by and between the TOWNSHIP OF OLD BRIDGE, a municipal corporation in the County of Middlesex within the State of New Jersey, hereinafter called the “Township” or the “Employer” and the OLD BRIDGE POLICEMEN’S BENEVOLENT ASSOCIATION, LOCAL NO. 127, hereinafter called the “P.B.A.”, represents the complete and final understanding on all issues that were bargained between the Township and the P.B.A.

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes P. B. A., Local No. 127 as the sole and exclusive collective negotiations agent for all patrol officers employed by the Township. The positions of Director of Public Safety, Chief of Police, Deputy Chief of Police, all other sworn Superior Officers, and all other employees of the Township are specifically excluded from this unit.
- B. The term “patrol officer” shall be defined to include all bargaining unit members noted in Section A, regardless of their assignments or appointments, the plural as well as the singular, males and females.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Public Employer-Employee Relations Act, hereinafter “Act”, and any successor changes in the laws governing public employees,

113 in a good faith effort to reach agreement. Such negotiations shall begin not later than
114 February 1st of the expiration date of this agreement. The Association further agrees
115 to initially provide the Township with the text of said proposals not later than that
116 date.

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

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

126 D. The Township agrees that there shall be no unilateral changes in any negotiable terms
127 and conditions of employment except as may be provided by law.

128 **ARTICLE III**

129 **P.B.A. RIGHTS AND PRIVILEGES**

130 A. Information

131 1. The Employer agrees to make available to the P.B.A. in response to reasonable
132 requests, from time to time, all available information concerning plans and
133 operational programs of the Department of Public Safety as well as the
134 financial resources available to the Township, including but not limited to:
135 annual financial reports and audits, staffing plans, register of personnel,

136 tentative budgetary requirements and allocations, agendas and minutes of all
137 Council meetings, census data, individual and group health insurance
138 premiums and experience figures, and other such information that shall assist
139 the P.B.A. in developing accurate, informed and constructive programs on
140 behalf of police officers, together with any information which may be
141 necessary for the P.B.A. to process any grievance or complaint.

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

146 B. Release Time for Meetings

147 1. Whenever any representative of the P.B.A. or any other employee covered by
148 this agreement participates during an officer's working hours, in grievance
149 proceedings, conference with management, negotiations, or any related
150 litigation, initiated by the P.B.A. or the Township, the officer shall suffer no
151 loss in pay or other contractual benefits to which entitled.

152 2. During collective bargaining, the Township will provide release time for
153 representatives of the P.B.A., not to exceed four (4) representatives on or off
154 duty, with no more than two (2) receiving compensatory time off.

155 C. Use of Municipal Facilities

156 1. The P.B.A. and its members and representatives shall have the right to use the
157 Municipal Facilities at all reasonable times for meetings with approval of the Business

158 Administrator or his/her designee provided that those facilities are not in use or scheduled to
159 be used during the same time.

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

162 D. P.B.A. Representatives

163 1. The P.B.A. Local #127 State Delegate is to receive a total of twenty-five (25)
164 days to attend P.B.A. authorized state, county, tri-county meetings and P.B.A.
165 State Convention, mini-conventions, and any other similar meetings or
166 conferences provided five (5) days' written advanced notice specifying dates
167 of meetings and conventions is given to the Chief of Police. A certificate of
168 attendance to the conference will be submitted to the Chief of Police upon
169 request.

170 2. Two (2) alternate P.B.A. Local #127 Delegates will be granted by the Chief, a
171 maximum of six (6) days each without loss of pay to attend the State P.B.A.
172 Convention, mini-conventions, and contingent upon five (5) days advance
173 written notice from the Association. A certificate of attendance to the
174 conventions shall be submitted, upon request, to the Chief of Police. The
175 number of days allowed for the alternates will conform to state law.

176 3. The President of the P.B.A. shall be permitted release time to attend P.B.A.
177 meetings.

178 4. Accredited representatives of the P.B.A. may enter Township facilities or
179 premises at reasonable hours for the purpose of observing working conditions
180 or assisting in the adjustment of grievances. When the P.B.A. decides to have

181 its representative enter Township facilities or premises, it will request such
182 permission from the Chief of Police or his designee and such permission will
183 not be unreasonably withheld, provided there shall be no interference with the
184 normal operations of the business of Township government or normal duties of
185 employees.

186 5. Representatives may be appointed by the P.B.A. to represent the P.B.A. in
187 grievances with the Township.

188 E. Exclusive Rights

189 The rights and privileges of the P.B.A. and its representatives as set forth in this
190 Article shall be granted to the P.B.A. as the sole and exclusive representative of all
191 employees covered by this agreement. All of the aforementioned rights and rights
192 which had been previously extended by practice to the P.B.A., as well as all other
193 rights and courtesies extended to a sole and exclusive labor representative, shall be
194 extended to the P.B.A. alone, in accordance with this Article, the law and appropriate
195 judicial decisions.

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ARTICLE IV

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DUES CHECK-OFF AND REPRESENTATION FEE

199 A. The Township agrees to deduct from the salaries of its employees subject to this
200 agreement, dues for the P.B.A. Such deductions shall be made in compliance with Chapter
201 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e) as amended. Said monies, together with
202 any records of corrections, shall be transmitted to the P.B.A. office by the fifteenth (15th) of
203 each month following the monthly pay period in which deductions were made.

204 B. The P.B.A. shall certify to the Township, in writing, the current rate of its membership
205 dues. Should the P.B.A. change the rate of its membership dues it shall give the Township
206 written notice prior to the effective date of such change.

207 C. The P.B.A. will provide necessary “check-off authorization” forms and will deliver
208 the signed forms to the Director of Finance.

209 D. Representation Fee

210 1. If a member of this bargaining unit does not become a member of the
211 Association during any membership year which is covered by this agreement,
212 in whole or in part, said employee will be required to pay a representation fee
213 to the Association for that membership year. The purpose of this fee will be to
214 offset the employee’s per capita cost of services rendered by the Association as
215 majority representative. The P.B.A. agrees to provide an Association
216 grievance form to all non-Association members who so request one.

217 2. Amount of Fee

218 a. Notification

219 Prior to the beginning of each membership year, the Association will
220 notify the Mayor or his designee in writing as to the amount of regular
221 membership dues, initiation fees and assessments charged by the
222 Association to its own members for that membership year. The
223 representation fee to be paid by non-members will be equal to 85% of
224 that total amount.

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b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members and the representation fee has been set at 85% of that amount solely because that is the maximum currently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change. Should the maximum amount be decreased by law the Association would have the final say as to whether or not to implement the fee or remove this section of the Article.

3. Deduction and Transmission of Fee

a. Notification.

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Business Administrator or his/her designee a list of those employees who have not become members of the P.B.A. for the then current membership year. The Township will deduct from the salaries of each employee, in accordance with Paragraph b below, the full amount of the representation fee and promptly transmit the amount so deducted to the Association.

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b. Payroll Deduction Schedule

The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (1) Ten (10) days after the receipt of the aforementioned non-member list by the Mayor or his designee, or (2) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a non-bargaining unit position and then became covered by this agreement or was laid off, in which event the deductions will begin with the first paycheck paid to said employee after the resumption of said employee's employment in a bargaining unit position.

c. Termination of Employment

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

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- d. Mechanics
Except as otherwise provided in this Article, the mechanics of the deduction of the representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those for the deduction and transmission of regular membership dues. The Township will, however, indicate in those records transmitted to the Association which monies are receipts from the representation fee.
- e. Changes
The Association will notify the Business Administrator or his/her designee in writing of any changes in the list of non-members provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Business Administrator or his/her designee received such notification.
- f. New Employees
On or about the last day of each month, beginning with the month that this agreement becomes effective, the Township will submit to the Association, a list of all new employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

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- 4. Liability
The P.B.A. shall defend and save the Township harmless against any and all claims that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the P.B.A. to the Township, or in reliance upon the official notification on the letterhead of the Association advising of changed deduction.
- 5. The rights and benefits extended herein shall apply and be extended to the P.B.A., solely and exclusively, and shall not be afforded to any other organization, whatsoever, without the expressed written consent of the P.B.A.

ARTICLE V

NO-STRIKE PLEDGE

A. Whereas the P.B.A. and its members do not enjoy the right to strike as may be traditionally defined and interpreted by law or judicial opinion, The P.B.A. will not encourage, sanction, or participate in or instigate any strike, sick out, or any other prohibited work stoppage during the duration of this Agreement. The P.B.A. further agrees that in the event of any non-sanctioned strike or work stoppage, it will actively encourage its members to honor this Article and return to their normal duties. It is understood that any individual(s) who may be charged with violating this Article shall be afforded all protection of the grievance procedure of this Agreement. Furthermore, while the P.B.A. agrees to the above without reservation, it and the Council recognize the legal responsibility of the bargaining agent (P.B.A. Local #127) to represent,

312 without prejudice, any individual accused of violating this or any other Article
313 heretofore agreed.

314 B. Nothing contained within this Agreement shall be construed to limit or restrict the
315 Township in its right to seek and obtain such judicial relief as it may be entitled to
316 have in law or in equity for injunction or damages or both in the event of such breach
317 by the P.B.A. or its members.

318 C. The Association shall not be held liable for unauthorized acts of unit employees
319 provided that the Association will do everything in its power to prevent its members
320 from participating in any strike, work stoppage, sick out, slow down, or other activity
321 aforementioned and ordering all who participate in such activity to cease and desist
322 from the same immediately and return to work along with such other steps as may be
323 necessary under the circumstances to bring about compliance with its order.

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325 **ARTICLE VI**

326 **SALARIES**

327 A. The percentage increases for this Agreement are as follows:
328 Effective July 1, 2004, a 3.5% across the board salary increase.
329 Effective July 1, 2005, a 3.5% across the board salary increase.
330 Effective July 1, 2006, a 3.5% across the board salary increase.
331 Effective July 1, 2007, a 3.5% across the board salary increase.

332 B. The base salaries during the lifetime of this Agreement will be as follows:

333 Employees Hired Before May 1, 2005:

334		<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
335	<u>First Year</u>	<u>\$41,301</u>	<u>44,511</u>	<u>46,259</u>	<u>48,076</u>
336	<u>Second Year</u>	<u>\$46,280</u>	<u>49,727</u>	<u>51,679</u>	<u>53,709</u>
337	<u>Third Year</u>	<u>\$52,990</u>	<u>56,757</u>	<u>58,986</u>	<u>61,302</u>
338	<u>Fourth Year</u>	<u>\$59,705</u>	<u>63,792</u>	<u>66,297</u>	<u>68,900</u>
339	<u>Fifth Year</u>	<u>\$66,416</u>	<u>70,823</u>	<u>73,604</u>	<u>76,494</u>
340	<u>Sixth Year</u>	<u>\$73,128</u>	<u>77,855</u>	<u>80,912</u>	<u>84,089</u>

341 Employees Hired After May 1, 2005:

342		<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
343	<u>First Year</u>	<u>\$36,000</u>	<u>38,460</u>	<u>40,006</u>	<u>41,606</u>
344	<u>Second Year</u>	<u>\$38,880</u>	<u>41,441</u>	<u>43,091</u>	<u>44,799</u>
345	<u>Third Year</u>	<u>\$41,990</u>	<u>44,660</u>	<u>46,423</u>	<u>48,248</u>
346	<u>Fourth Year</u>	<u>\$45,349</u>	<u>48,136</u>	<u>50,021</u>	<u>51,972</u>
347	<u>Fifth Year</u>	<u>\$48,976</u>	<u>51,890</u>	<u>53,906</u>	<u>55,993</u>
348	<u>Sixth Year</u>	<u>\$52,895</u>	<u>55,946</u>	<u>58,104</u>	<u>60,338</u>
349	<u>Seventh Year</u>	<u>\$57,128</u>	<u>60,325</u>	<u>62,639</u>	<u>65,029</u>
350	<u>Eighth Year</u>	<u>\$61,696</u>	<u>65,055</u>	<u>67,532</u>	<u>70,096</u>
351	<u>Ninth Year</u>	<u>\$66,632</u>	<u>70,164</u>	<u>72,820</u>	<u>75,569</u>
352	<u>Tenth Year</u>	<u>\$73,128</u>	<u>77,816</u>	<u>80,871</u>	<u>84,089</u>

353 C. There shall be an annualized salary of \$30,000 Academy rate of pay for that period of
354 time any new hire spends in training at the Police Academy. After graduation from

355 the Police Academy, the new hire shall be placed on the "First Year" step of the
356 appropriate salary guide. Advancement on the salary guide shall be based on the date
357 of hire.

358 **ARTICLE VII**

359 **OVERTIME**

360 A. All Patrol officers assigned to the Patrol Bureau shall be paid time and one-half for all
361 overtime worked over ten (10) hours per twenty-four (24) hour period provided such
362 overtime is one-half hour or more beyond the regularly scheduled work time, and at a
363 rate of time and one-half for every successor half hour thereafter. All other employees
364 not working ten (10) hour shifts shall be paid time and one-half for all overtime work
365 over eight (8) hours per twenty-four (24) hour period provided such overtime is one-
366 half hour more beyond the regularly scheduled work time, and at a rate of time and
367 one-half for every successor half-hour thereafter, unless specifically modified below in
368 Sections C and D. This shall apply whenever an officer is ordered to work after
369 completing his regularly assigned tour of duty or if he is called in on his off duty time.
370 When called in on his day off or after having been released from duty an officer shall
371 be guaranteed a minimum of four (4) hours overtime work except when such call
372 extends the regular shift by commencing it early.

373 B. All Patrol Officers covered by this contract with the exceptions of those listed below,
374 shall have the choice of either accepting pay at the rate of time and one-half or
375 compensatory time off at the rate of time and one-half. All compensatory time off in
376 excess of fifty (50) hours must be taken within sixty (60) days of working same. All
377 accumulated compensatory time off, including the first fifty (50) hours, will be paid in

378 one of the last two (2) pay periods of each fiscal year and will not carry over to the
379 following year. If for any reason the Administration cannot grant the compensatory
380 time off, the employee will receive payment.

381 C. All Patrol Officers assigned to Planning and Administration, Traffic and Safety,
382 Records, the I. D. Bureau, and the Communications Officer shall be paid an additional
383 One Thousand Dollars (\$1,000.00) per year in addition to their regular annual base
384 salary.

385 D. Detective Bureau

386 1. All Patrol Officers assigned to the Detective Bureau shall be paid, above their
387 respective base salary, an additional One Thousand Dollars (\$1,000) per year.

388 2. In the event that a detective is required to work overtime he or she shall be
389 compensated the rate of time and one-half for all hours worked.

390 3. In the event that a detective is called for duty while on stand-by, the employee
391 shall be compensated at the rate of time and one-half for all hours.

392 4. A detective required to work on a scheduled vacation or other than a scheduled
393 tour of duty, shall be compensated at time and one-half.

394 E. Work Schedules

395 1. Patrol Bureau

396 All employees assigned to the Patrol Bureau shall work a four on and four off
397 (4 - 4) schedule, with each daily tour being ten (10) hours in length. For
398 purposes of calculating the employee's overtime rate, however, the standard of
399 forty (40) hours shall be utilized.

400 2. Non-Patrol Bureaus

401 All other employees not assigned to the Patrol Bureau shall work a five on and
402 two off (5 - 2) work schedule, with each daily tour being eight (8) hours in
403 length. Such schedule will consist of a two (2) shift operation, forty (40) hours
404 per week, Monday through Friday, with no weekend or holiday stand-by. The
405 employees working in such Bureaus shall have their overtime rate calculated
406 by the same forty hour standard.

407 3. All employees working schedules other than the 4 - 4 shall receive fifteen (15)
408 paid holidays in accordance with Article X and will receive two (2) unpaid
409 holidays off per year. By December 1 of each calendar year the Chief shall
410 designate, as a matter of policy, in writing, which holidays for the following
411 year must be used as days off within the meaning of this section.

412 4. The current method of calculating the daily rate of pay for each employee shall
413 continue during the period of this Agreement.

414 F. Overtime Distribution

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

417 2. An up to date overtime chart will be kept on a daily basis in the office of the
418 officer in charge, so as to afford all division employees an equal opportunity to
419 work overtime on a rotating basis. If an employee is not immediately available
420 to answer a call by the OIC requesting his appearance to work overtime, the
421 OIC will then call the next employee on the chart.

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G. Light Duty
All employees covered under this Agreement who are injured on or off duty and are eligible for light duty assignment, will be required to work a five on and two off (5 - 2) work schedule, 8 hours per day, Monday through Friday (40 hours per week); assignment at the discretion of the Chief. Employees assigned light duty as a result of an on-duty injury will be permitted to attend doctor's appointments during their scheduled shift if such appointments cannot be scheduled during non-working hours.

H. Working Up in Rank

The decision to assign an officer to work up in rank is a managerial prerogative and, as such, shall be determined by the Township (Chief of Police or his designee). The language contained herein supersedes any past practice(s) established prior to this Agreement involving working up in rank.

1, **Working Up in Rank Pay.** In the absence of a superior officer (or superior officers), all employees required to perform the duties of their absent superior officer (or superior officers) will be compensated at the prevailing rate of that supervisory position, provided that the employee serves in that capacity for a minimum of three (3) hours on a given day/shift.

I. In-service Training

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

443 J. Muster Time

444 Employees shall be paid in accordance with these provisions for any required muster or
445 shape-up time.

446 K. Field Training Officers

447 Any member assigned as a Field Training Officer or Alternate Field Training Officer
448 will be compensated with two and a half (2 ½) additional hours of compensatory time off per
449 day of training. This will be calculated at the conclusion of the training period and members
450 will only be compensated for days in which they provide the training.

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ARTICLE VIII

LONGEVITY

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

456	5	years of service.....	2.5%
457	10	years of service.....	5.0%
458	15	years of service.....	7.5%
459	20	years of service.....	10.0%
460	24	years of service.....	12.5%
461	29	years of service.....	15.0%

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

- 466 1. Authorized Leave of Absence
 467 Commenced at the employee's request from date of initial employment less
 468 time for leave of absence.
- 469 2. Resignation and Subsequent Rehiring
 470 If a person resigns and is rehired within one (1) year of the resignation, the
 471 employee shall be allowed to work five (5) consecutive years and then have
 472 time bridged back to the original hiring date prior to the resignation and all
 473 benefits and longevity shall be forthcoming.
- 474 3. Military Service
 475 Employment shall be considered as uninterrupted except that no credit shall be
 476 allowed for service in the Armed Forces.
- 477 4. Disciplinary Action
 478 No credit shall be allowed for the amount of time lost due to disciplinary
 479 action.
- 480 C. Longevity shall be paid on a bi-weekly basis as part of the employee's regular pay.
 481

482 **ARTICLE IX**

483 **VACATION**

- 484 A. Each employee will receive vacation based upon the following:
- 485 1. 0 – 3 years service..... 12 days
 486 2. 4 – 9 years service..... 18 days
 487 3. 10 – 15 years service..... 22 days
 488 4. 15 years and thereafter..... 24 days

489 This provision is not retro-active, and shall be effective January 1, 2005. It is the
490 intent of this section to limit, not reduce, the amount of annual vacation an employee
491 is currently earning. Although the amount of vacation currently earned by an
492 employee will not be reduced upon the effective date of the above vacation schedule,
493 the amount of vacation earned may be extended for additional years pursuant to the
494 schedule above.

495 B. All employees shall be permitted to carry over ten (10) vacation days into the new
496 year provided that the request to carry over is submitted by October 1st of the current
497 year, subject to the approval of the Business Administrator with notice to the Chief.

498 C. Emergency vacation time off shall be administered as follows:

499 1. The Officer in Charge will approve a request, for an emergency vacation day
500 for a non Patrol Officer provided that employee's services are not required for a
501 specific function that day and subject to the further limitations listed in "a" through
502 "d" listed below in this sub-section.

503 2. The Officer in Charge will approve a request for one emergency vacation day
504 for a patrol officer provided there are at least eight (8) officers on duty on the Day
505 Shift, seven (7) officers on duty on the Afternoon Shift, six (6) officers on duty on the
506 Midnight shift, and subject to further limitations as listed in "a" through "d" as
507 following:

508 a. An officer requesting time off shall notify the Officer in Charge no
509 later than one (1) hour prior to the commencement of the officer's shift, or one
510 hour prior to leaving in the case of requests made during the shift.

511 b. Although the Officer in Charge may grant emergency vacation leave at
512 the time of request, final confirmation of a bone fide emergency shall only be
513 made by the Chief of Police or his/her designated Captain, upon examination
514 of written documenting justifying the emergency.

515 c. Said requested time off shall not be approved where there exists a bona
516 fide police emergency.

517

518 NOTE: Nothing in this section shall be interpreted as establishing a required minimum
519 staffing requirement.

520

521 D. Unscheduled Vacation time off shall be administered as follows:

522

523 This category shall be deemed to permit officers to utilize vacation time, on a first-come, first-
524 serve basis, under the following conditions:

525 a) **Day shift:** Provided no officers have scheduled vacation days, sick days, called in
526 sick or have scheduled any other paid leave(s), the following unscheduled vacations
527 days may be used:

528 1. On a squad with ten (10) or more officers scheduled, two (2)
529 unscheduled vacation days may be utilized.

530 2. On a squad with nine (9) officers scheduled, two (2) unscheduled
531 vacation day may be utilized.

532 3. On a squad with eight (8) officers scheduled, one (1) unscheduled
533 vacation day will be permitted.

534 4. On a squad with less than eight (8) officers scheduled, no unscheduled
535 vacation days will be permitted.

536

537 b) **Afternoon shift** – Provided no officers have scheduled vacation days, sick days,
538 called in sick or have scheduled any other paid leave(s), the following unscheduled
539 vacations days may be used:

540 1. On a squad with nine (9) or more officers scheduled, two (2)
541 unscheduled vacation days may be utilized.

542 2. On a squad with eight (8) officers scheduled, one (1) unscheduled
543 vacation day may be utilized.

544 3. On a squad with less than eight (8) officers scheduled, no unscheduled
545 vacations days will be permitted.

546

547 c) **Midnight shift** – Provided no officers have scheduled vacation days, sick days,
548 called in sick or have scheduled any other paid leave(s), the following unscheduled
549 vacations days may be used:

550 1. On a squad with seven (7) or more officers scheduled, one (1)
551 unscheduled vacation day may be utilized.

552

553 NOTE: Nothing in this section shall be interpreted as establishing a required minimum
554 staffing requirement.

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ARTICLE X

558

HOLIDAYS

559 A. All police officers will be paid for the following holidays at their prevailing rate of pay
560 distributed equally within each employee’s regular pay:

- | | | |
|-----|------------------------|---------------------------|
| 561 | New Year’s Day | Independence Day |
| 562 | Martin Luther King Day | Labor Day |
| 563 | Lincoln’s Birthday | General Election Day |
| 564 | Washington’s Birthday | Veteran’s Day |
| 565 | Good Friday | Thanksgiving Day |
| 566 | Memorial Day | Friday after Thanksgiving |
| 567 | Primary Election Day | Christmas Day |

568

569 One (1) floating holiday (after one full year, upon retirement or resignation, the officer
570 will receive that day.)

571 B. Said pay will be distributed equally among each employee’s regular bi-weekly pay
572 and shall be counted as part of the employee’s base annual salary. Said payment shall
573 not be tabulated into the employee’s base salary for hourly rate, overtime or longevity
574 tabulation.

575 C. The Township reserves the right to withhold from the Holiday Pay of an employee, for
576 just cause, any scheduled workday holiday on which the employee calls in sick.

577

ARTICLE XI

578

SICK AND BEREAVEMENT LEAVE

579

A. Sick Leave

580

1. Sick leave is to be considered an insurance type benefit, to be used when needed due to personal illness or physical incapacity. Sick leave may be used for illness in an employee's immediate family, requiring the employee's attention. Immediate family is defined as: mother, father, mother-in-law, father-in-law, grandparents, husband, wife, son, daughter, brother, sister, brother-in-law, sister-in-law, or any other blood relative residing in the employee's household.

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2. Effective January 1, 2004, each employee shall have fourteen (14) sick days per year. Effective January 1, 2005 and continuing thereafter, each employee shall have twelve (12) sick days per year. Accordingly, upon execution of this Agreement, each employee shall give back four (4) days of accumulated sick leave to the Township. Sick days shall be earned on a monthly basis. New hires will receive twelve (12) days sick leave credited to their sick bank for the purposes of sick leave usage. The new employee shall not accumulate any additional days until after the completion of 12 months service. At that time such employee shall accumulate one day per month like the rest of the employees. If such new employee leaves employment for any reason within the first 12 months of employment with the Township, compensation for unused sick leave shall be reduced to one day per month in accordance with

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599 Section 4 below. If such new employee has used more than one day per month
600 then the value shall be deducted from the employees last pay check.

601 3. Any officer who is entitled to sick time and is sick for more than five (5)
602 consecutive days, shall be required upon request to furnish the Chief of Police
603 with a doctor's certificate stating the nature of illness and the expected date of
604 return to work. The cost of said doctor's certificate shall be borne by the
605 employee.

606 4. Accrued Sick Leave - Annual, Retirement or Death

607 a. No later than October 1 of each year, the P.B.A. shall send to the
608 Business Administrator a list of employees who wish to cash in a
609 number of that year's unused sick days. The following procedure shall
610 be utilized:

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

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

620 (3) Once the Township has determined the amount of money
621 available and the average number of days which it could cash

622 in, it shall determine jointly with the P.B.A. the maximum
623 number of sick days each qualified employee may cash in,
624 which, however, may not exceed ten (10). This shall be
625 accomplished no later than November 1.

626 (4) Eligible employees shall be notified as to the maximum number
627 of days that they can cash in. The employee, no later than
628 November 15, shall, at his/her option, elect the number of days,
629 if any, to be cashed in. Those availing themselves of this option
630 shall receive a check for the cashed in days no later than the last
631 pay period in December.

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

635 b. Each full time employee who retires for reasons of physical disability,
636 age or length of service to the Township shall be entitled to collect
637 upon retirement, payment in full, on a per diem basis, all accrued sick
638 leave. In the case of an employee's death, said payment shall be made
639 to the beneficiary as indicated on the Police and Firemen's Retirement
640 System forms.

641 c. Effective January 1, 1984, employees will be permitted to accrue no
642 more than two hundred and eighty (280) sick days for purposes of
643 payout under this Section. Those employees who are capped herein at
644 two hundred eighty (280) days shall be limited to a cash maximum of

645 Seventy-five Thousand (\$75,000) dollars. Any employee hired after
646 January 1, 1984 shall be permitted to accrue no more than one hundred
647 (100) days for purposes of payout under this Section. Those employees
648 who are capped herein at one hundred (100) days shall be limited to a
649 cash maximum of Thirty-seven Thousand Five Hundred (\$37,500)
650 dollars. Any employee hired after July 1, 1994 shall be permitted to
651 accrue sick leave for severance purposes as follows: one (1) day's pay
652 for every two (2) days accrued sick days with a maximum cash
653 payment of Fifteen Thousand (\$15,000) dollars. However, employees
654 may continue to accrue sick time beyond the aforementioned figures
655 solely for the purposes noted in Section 1, above.

656 d. In case of resignation, said employee shall be paid fifty percent (50%)
657 of his accrued sick leave in accordance with the caps set forth in
658 Section c. If dismissed for just cause, said employee is entitled to a
659 hearing before the Council, or a committee thereof, to determine
660 whether there are any equitable reasons to justify payment for sick
661 leave based upon good cause.

662 5. The Chief may verify the illness or injury of any employee. Such verification
663 procedure may include a telephone call or visit to employee's home.

664 6. The Chief may require an employee to submit to a physical examination. Such
665 examination is to be conducted at the Township's expense.

666 B. Bereavement Leave

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

- 668 a. Five (5) days bereavement leave shall be provided to each employee
669 without deduction of pay for each occurrence of death in the
670 employee's or the employee's spouse's immediate family. The five (5)
671 days shall be work days.
- 672 b. The immediate family shall be defined as: father, mother, step-father,
673 step-mother, brother, sister, step-brother, step-sister, grandfather,
674 grandmother, spouse, son, daughter, step-son, step-daughter, son-in-
675 law, daughter-in-law, grandson, granddaughter, father-in-law, mother-
676 in-law, sister-in-law, brother-in-law, spouse's grandparents, or any
677 other relative residing within the household of the employee.
- 678 c. A working day is defined as any scheduled tour of duty prescribed by
679 the employee's work chart.
- 680 2. Death of a Relative or Spouse's Relative Outside of the Immediate Family
- 681 a. Three (3) days bereavement leave shall be granted in the event of the
682 death of a relative or spouse's relative outside of the immediate family
683 as defined above. Sick leave may be used if additional time is required.
- 684 b. A relative outside of the immediate family is defined as: aunt, uncle,
685 niece, or nephew. One (1) day leave shall be granted in the event of the
686 death of an employee's first cousin.
- 687 c. Such leave shall be granted up to and including the date of the funeral
688 service. The employee's normally scheduled day off shall be included
689 as bereavement leave in the event of the death of a relative outside of

690 the immediate family. Vacation time shall not be included as an off
691 day.

692 **ARTICLE XII**

693 **HEALTH AND DISABILITY**

694 A. Health Insurance

695 1.(a) All employees and their spouses and children shall be covered under the
696 Township's Managed Care Health Benefits Program; a prescription drug plan
697 covering one hundred percent (100%); a dental plan covering eighty percent
698 (80%) of Class A and B services with a maximum of Two Thousand Five
699 Hundred Dollars (\$2,500) for regular coverage and Three Thousand Dollars
700 (\$3,000) for Orthodontia.

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

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

705 2. The Township shall have, at its discretion, the ability to offer a managed care
706 (HMO) Dental Plan as an alternative choice to the traditional dental plan, with
707 participation in said plain to be at the option of the employee.

708 3. Any employee shall have the option of surrendering coverage under the above-
709 provided health and hospitalization coverage. Any employee who surrenders
710 said coverage for 12 consecutive months shall receive a cash payment equal to
711 half of the Township's cost for the benefit during the month following the
712 completion of the 12-month period of surrendered coverage. The employee

713 must provide the Township with written notice of their intent prior to the
714 commencement of the 12-month period. In order to qualify for this payment,
715 the employee will be required to provide proof of other health insurance
716 coverage. Payments will be made during the normal pay periods.

717 Surrender for the following year shall not be considered automatic.
718 Conversely, every employee shall be considered as covered and shall so be
719 covered unless and until such time as an employee shall affirmatively notify
720 the Township to the contrary.

721 4. The Township shall have the right to select the insurance carrier or carriers to
722 provide the aforementioned services and benefits provided that any new policy
723 and plan is comparable to the current policy and plan, except as modified by
724 Section A(1)(b).

725 5. No later than forty-five (45) days prior to the Township exercising the rights
726 provided in Section A. 2, above, the Township shall present to the P.B.A.
727 President notice of the Township's intention to change carriers or to self-
728 insure, and furnish the President with a copy of the proposed new policy or
729 plan. No change shall be made by the Township sooner than forty-five (45)
730 days after the aforementioned has been furnished to the P.B.A.

731 6. Employees shall complete and sign a coordination of benefits agreement
732 annually, and in the event that an employee's spouse is employed or becomes
733 employed, and where the spouse's employer provides health benefits for which
734 the spouse is or becomes eligible, and the spouse is not required to contribute
735 to the cost of those benefits, said spouse shall be required to obtain such

736 coverage as their primary health insurance. Dependents shall be primary on
737 the plan whose birth date of the employee or the spouse comes first in the
738 calendar year. The Township shall maintain coverage as outlined in this
739 section as a secondary insured.

740 B. Injury in the Performance of Duty

741 1. Any Police officer who is injured while acting in the performance of his/her
742 duty shall receive full pay, not to exceed one (1) year, less the Worker's
743 Compensation Temporary Disability payments or the State of New Jersey
744 Disability payments to which the officer is entitled.

745 2. The determination as to whether or not the injury was sustained while in the
746 performance of duty shall be in accordance with the findings of the Division of
747 Worker's Compensation or, in the event that said findings were appealed to the
748 Courts, upon the findings of the Courts of the State of New Jersey.

749 C. Long Term Disability Benefits

750 1. All employees who become permanently disabled (as defined by the insurance
751 carrier) and are unable to perform their current occupation with the Township
752 shall be covered by long term disability insurance provided by the Township as
753 follows: Any employee who qualifies for long-term disability insurance
754 benefits due to long-term illnesses or serious accident (whether job connected
755 or not) shall receive a total of two-thirds (2/3) of their regular pay after a
756 waiting period of thirty (30) calendar days. After ninety (90) calendar days
757 (i.e. the point in which such employee becomes eligible for benefits under the
758 long-term disability insurance policy), the employee shall receive benefits

759 pursuant to the Township’s long-term disability insurance policy. Payments
760 from such coverage to permanently disabled employees who are unable to
761 perform their current occupation with the Township shall not exceed a period
762 of three years, unless such permanently disabled employees are unable to
763 perform **any** occupation (within or outside of the Township) as a result of their
764 disability. Employees who are permanently disabled and unable to perform
765 any occupation (within or outside of the Township) shall be covered by the
766 long term disability insurance provided by the Township until such employees
767 reach the age of sixty-five (65) years old. *Eligibility for coverage and*
768 *payments under the long term disability insurance shall be determined by the*
769 *insurance carrier and payments will be administered pursuant to the terms*
770 *and conditions outlined in the long term disability insurance policy.*

771 2. The Township shall have the right to select the insurance carrier or carriers to
772 provide the aforementioned services and benefits provided that any new policy
773 and plan is comparable to the current policy and plan.

774 D. Optical Insurance

775 The Township shall provide all parties covered under this contract with an optical
776 plan, which shall cover the employee and the employee’s family. Such plan shall be
777 subject to the approval of the P.B.A. This plan shall be comparable to or better than
778 the existing plan and shall include contact lens coverage. The vision program shall be
779 modified to provide for a \$200 per year family benefit.

780 E. Health Benefits - Death of Employee

781 1. In the event of the death of anyone covered under this contract, the employee's
782 health benefits shall be provided to the employee's family for a period of two
783 (2) years, or less should the employee's spouse remarry within the two (2)
784 year's time. In the event that the spouse does not remarry but has dependent
785 children, the coverage will be provided until the dependent children reach the
786 age of nineteen (19). In the event that the dependent children are attending
787 college, then the coverage shall be extended to the age of twenty-three (23).

788 2. In the event of the death of an employee covered under this contract who has
789 died as a result of injuries incurred in the line of duty, the health benefits shall
790 be provided for the employee's spouse until the spouse remarries or dies,
791 whichever comes first. In the event that the spouse does not remarry,
792 dependent children shall be covered until the age of nineteen (19). In the event
793 that the dependent children are attending college, then the coverage shall be
794 extended until the age of twenty-three (23).

795 F. Employee Stress Assistance Program

796 The Township and the P.B.A. have agreed to the concept of an Employee Assistance
797 Program.

798 G. Life Insurance

799 The Township shall pay all premiums for a Twenty-Five Thousand Dollar (\$25,000)
800 term life insurance policy for each employee with the beneficiary to be determined and
801 designated by the employee.

802 H. Retirement Benefits

803 1. Upon service or disability retirement with the Township, all employees
804 covered under this Agreement shall receive all insurance benefits in effect at the time
805 of retirement with all costs borne by the Township, so long as the employee has
806 reached twenty-five (25) years of service with the Township; sixty-two (62) years of
807 age with fifteen (15) years of service with the Township; or receive a disability
808 retirement from the State of New Jersey.

809 2. The present practice and level regarding said insurance for all employees who
810 have retired prior to July 1, 1995 shall continue. Commencing with July 1, 1995 and
811 thereafter, should any modifications in the insurances covered within this Article,
812 except for Long Term Disability* and Life Insurance, affect bargaining unit members
813 then the same modifications shall apply to retirees.

814 (*This constitutes no admission by the Township that the present Long Term
815 Disability Insurance is legal.)

816 3. Upon retirement and each year thereafter, all retirees shall sign a coordination
817 of health benefits agreement. In the event that the retiree becomes re-employed in any
818 capacity where such employer provides health benefits for which the retiree is eligible,
819 and the reemployed retiree is not required to contribute to the cost of those benefits,
820 said re-employed retiree shall be required to obtain such coverage as their primary
821 insurance. The Township shall maintain the coverage as outlined in this section as a
822 secondary insured.

823 4. In the event that a retiree's spouse is employed, or becomes employed, and
824 where such employer provides health benefits for which the spouse is or becomes
825 eligible, and the spouse is not required to contribute to the cost of those benefits, said

826 spouse shall be required to obtain such coverage as their primary health insurance.
827 Dependents shall be primary on the plan whose birth date of the retiree or spouse
828 comes first in the calendar year. The Township shall maintain coverage outlined in
829 this section as secondary insured.

830 **ARTICLE XIII**

831 **COLLEGE INCENTIVE PLAN**

- 832 A. Each police officer, after successful completion of the probationary period of one (1)
833 year, shall receive Ten Dollars (\$10.00) annually per semester credit accrued toward
834 an Associates Degree program or a Bachelors Degree program in any field at any
835 institution of higher learning accredited by a regional accrediting association. Said
836 payment before degree is earned will be made in a lump sum annually, no later than
837 the last pay period in the month of July. The payments are predicated on a continuing
838 education program and the officers enrolled must earn a minimum of twelve (12)
839 credits during two (2) successive calendar years or no payment will be made in the
840 third calendar year or beyond until such rate of credit earnings has been obtained.
- 841 B. Once an Associates Degree has been obtained from an institution of higher learning
842 accredited by a regional accrediting agency, the officer will receive as permanent part
843 of his salary, the sum of Six Hundred (\$600.00) Dollars per annum; and for a
844 Bachelors Degree obtained from an institution of higher learning accredited by a
845 regional accrediting agency, the sum of Twelve Hundred (\$1,200.00) Dollars per
846 annum. These payments are in lieu of the lump sum payments outlined in A, above.
847 Any officer earning a Masters Degree from an institution of higher learning accredited
848 by a regional accrediting agency shall receive Three Hundred (\$300.00) Dollars in

849 addition to the amount above for a Bachelors Degree, paid in the same manner as the
850 Bachelors Degree.

851 C. Officers obtaining an Associates Degree from an institution of higher learning
852 recognized accredited by a regional accrediting agency and wishing to continue in the
853 program with a view toward obtaining a Bachelor's Degree from an institution of
854 higher learning accredited by a regional accrediting agency would receive lump sum
855 payments for credits earned in excess of those required for the Associate Degree
856 program which would be applied toward their Bachelor's Degree. Said lump sum
857 shall be added to their base pay.

858 D. In no case would officers who have not obtained an Associate Degree from an
859 institution of higher learning accredited by a regional accrediting agency receive more
860 than Six Hundred (\$600.00) Dollars a year in lump sum payments, nor would those
861 who receive an Associate Degree but not a Bachelor's Degree from an institution of
862 higher learning accredited by a regional accrediting agency receive more than Twelve
863 Hundred (\$1,200.00) Dollars a year lump sum payment.

864 E. For purposes of this Article, "regional accrediting agency" is defined as a regional
865 accrediting agency recognized by the U.S. Department of Education. The following
866 regional accrediting agencies are currently recognized by the U.S. Department of
867 Education: Middle States Association of Colleges and Schools; Southern Association
868 of Colleges and Schools; Western Association of Colleges and Schools; North Central
869 Association of Colleges and Schools; Northwest Association of Colleges and Schools;
870 and New England Association of Schools and Colleges.

871

872

ARTICLE XIV

873

LEAVE OF ABSENCE

874 A. A leave of absence without pay may be granted for a good cause to any police officer
875 for a period of up to six (6) months. Maternity leaves are also included in this leave of
876 absence. Such leave shall be granted at the sole discretion of the Mayor or his/her
877 designee, after recommendation from the Chief. This leave may be extended for up to
878 an additional six (6) months at the sole discretion of the Mayor or his/her designee,
879 after a recommendation from the Chief.

880 B. Leave provided hereunder shall not be arbitrarily or unreasonably withheld.

881 C. A female officer who is pregnant and has been diagnosed by the Township physician
882 as being disabled and unable to perform her regularly assigned duties, shall have, at
883 the option of the Director of Public Safety, the opportunity to work on a “light duty”
884 status. She shall have the opportunity to return to “light duty” following her delivery
885 and until such time as the Township physician certifies her ability to return to regular
886 duty. In the event that the officer’s physician disagrees with the medical opinion of
887 the Township physician, the matter shall be referred for resolution to a third physician
888 selected by the employee’s physician and the Township’s physician. In the event that
889 the parties are unable to agree upon the selection of the third doctor, such doctor will
890 be appointed by the County Medical Association. The fee of the third doctor, if
891 required, shall be paid for by the Township.

892 D. Any other officer who is disabled and has been diagnosed by the Township physician
893 as being disabled and unable to perform their regularly assigned duties, shall have the

894 same rights, privileges, and opportunities as provided herein above in Section C, for
895 pregnant officers. The only difference shall be where Section C refers to “delivery
896 date.” This shall mean the date when the employee’s physician certifies them able to
897 return to regular duty. From there, all other portions shall then again apply as written.

898 **ARTICLE XV**

899 **DISCIPLINARY ACTION**

- 900 A. No employee shall be disciplined, reprimanded, reduced in rank or compensation
901 except for just cause, in accordance with State Law, nor shall the officer be suspended
902 without pay when no formal charges have been preferred for more than seven (7) days.
- 903 B. Oral and written reprimands shall be grievable up to the Business Administrator or
904 his/her designee. Any employee has the right to attach a written response to any
905 written reprimand within seven (7) days of its receipt or final determination of the
906 grievance adverse to the grievant.
- 907 C. Following one (1) year’s time, an employee may request of the Chief of Police that a
908 written reprimand be removed from the officer’s personnel file and the record be
909 expunged. Approval for such requests shall not be arbitrarily or capriciously denied.

910 **ARTICLE XVI**

911 **EMPLOYEE RIGHTS**

- 912 A. The wide ranging powers and duties given to the Department and its members involve
913 them in all manners of contacts and relationships with the public. Out of these
914 contacts may come questions concerning the actions of the members of the force. In
915 an effort to insure that the investigations are conducted in a manner which is
916 conducive to good order and discipline, the following rules are hereby adopted:

- 917 1. The interrogation of an employee shall be when the employee is on duty. If it
918 is required that the employee report to headquarters on his off-duty hours, the
919 employee shall be compensated on an overtime basis as set forth in this
920 Agreement, unless it is determined that he is remiss in his duties or is found
921 guilty of a preferred charge.
- 922 2. The employee shall immediately be informed of the nature of the investigation
923 before any interrogation commences. If the informant or complainant is
924 anonymous, then the employee shall be so advised. All non-confidential
925 information to apprise the employee of the allegations will be provided. If
926 known that the employee is being interrogated as a witness only, the employee
927 will be so informed at the initial contact.
- 928 3. The questioning shall be conducted in brief periods in length. Respites will be
929 allowed. Time will be provided for personal necessities, meals, telephone
930 calls, and rest periods are necessary.
- 931 4. The interrogation of the employee shall not be recorded without the
932 employee's knowledge.
- 933 5. The employee will not be subjected to any offensive language, nor will he be
934 threatened with transfers, dismissal, or any other disciplinary action. No
935 promises of any nature will be made as an inducement to answering questions.
936 Nothing herein shall be construed as to prevent the investigating officer from
937 informing the member of the possible consequences of his act.

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

941 7. In all cases and in every stage of the proceedings, in the interest of maintaining
942 the usual high morale of the force, the Township shall afford an opportunity
943 for a member of the force, if so requested, to consult with counsel and/or
944 his/her Association representative(s) before being questioned concerning a
945 violation of the rules, regulations, and laws which could result in disciplinary
946 action. During the interrogation of a member of the force, the member shall
947 have a representative of the Association present plus legal counsel, if so
948 desired. A form shall be provided by the Police Department to all parties
949 covered under this contract and who are being questioned or interrogated, and
950 the P.B.A. member must sign and date this form if he decides not to have
951 representation. The signed and dated form shall provide a waiver of
952 representation for P.B.A. Local #127.

953 B. Rights and Protective Representation

954 Pursuant to Chapter 123, Public Laws 1975, as may be amended, the Township
955 hereby agrees that every employee of the Township shall have the right freely
956 to organize, join and support the P.B.A. and its affiliates for the purposes of
957 engaging in collective negotiations and other concerted activities exercising
958 governmental powers under the laws of the State of New Jersey. The
959 Township undertakes and agrees that it shall not directly or indirectly
960 discourage or deprive or coerce any employee in the enjoyment of any rights

961 conferred by Chapter 123, Public Laws 1975, as amended, or other laws of
962 New Jersey or the Constitutions of New Jersey or the United States; that it
963 shall not discriminate against any employee with respect to wages, hours, or
964 any other terms and conditions of employment by means of his membership in
965 the P.B.A and its affiliates, his participation in any activities of the P.B.A. and
966 its affiliates, collective negotiations with the Township, or in the employee's
967 institution of any grievance, complaint, or proceeding under this Agreement or
968 otherwise with respect to any terms and conditions of employment.

969 C. Statutory Savings Clause

970 Nothing contained herein shall be construed to deny or restrict to any employee such
971 rights as may be guaranteed under the laws of New Jersey and the United States, the
972 Constitutions of New Jersey and the United States, or other applicable rules and
973 regulations of bodies of competent jurisdiction. The rights granted to employees
974 hereunder shall be deemed to be in addition to those provided elsewhere.

975 D. Required Meetings or Hearings

976 Whenever any employee is required to appear before any administrative officer or
977 supervisor, council or any committee or member, representative or agent thereof, the
978 Mayor or his designee, concerning any matter which could adversely affect the
979 continuation of that employee in that office, assignment, rank, employment, salary or
980 any increments pertaining thereto, then he shall be given prior notice of the reasons for
981 such meeting or interview and shall be entitled to have representative(s) of the P.B.A.
982 or its designee present to advise him and represent him during such meeting or

983 interview. Any suspension of a police officer shall be with or without pay in
984 accordance with law.

985 **ARTICLE XVII**

986 **MANAGEMENT RIGHTS**

987 Management shall retain all rights not modified by the Agreement. This Article may
988 not form the basis of a grievance.

989 **ARTICLE XVIII**

990 **LEGAL AID**

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

994

995 **ARTICLE XIX**

996 **NON-DISCRIMINATION**

- 997 A. The Township and the P.B.A. agree that there shall be no discrimination against any
998 employee because of race, creed, color, religion, sex, national origin, domicile, marital
999 status, or political affiliation.
- 1000 B. The Township and the P.B.A. agree that all employees covered under this Agreement
1001 have the right without fear of penalty or reprisal, to form, join and assist any employee
1002 organization or to refrain from any such activity. There shall be no discrimination by
1003 the Township or the P.B.A. against any employee because of the employee's
1004 membership or activity or non-activity in the P.B.A.

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ARTICLE XX

OUTSIDE EMPLOYMENT AND ACTIVITIES

- A. Officers shall be entitled to engage in any lawful activity and any lawful work while off-duty.
- B. It is understood that the full time officers will consider their position with the Township as their primary employment. Any outside employment or activity must not interfere with the officer’s efficiency as an employee with the Township and must not constitute a conflict of interest.
- C. Any officer planning to engage in any outside employment or activity during his/her off-duty hours may be permitted to wear the regulation uniform with the approval of the Chief of Police.
- D. All outside employment shall be listed with the Department Head. The information provided shall include the officer’s prospective employer, and the officer’s prospective work schedule.
- E. Extra Duty Jobs
 1. Extra duty jobs shall be defined as those requests made of the Township for extra or special police coverage which would not be considered part of the regular shift’s responsibilities and for which the requesting party is required to pay for those services.
 2. All actively employed full time officers, who are not under suspension, assigned to light duty, or subject to a criminal investigation, shall be eligible for this extra duty work. No officer shall be denied access and eligibility to said work without just cause.

- 1029 3. As these extra jobs become available, the nature and location of the job, the
1030 number of hours and officers required, the expected duration of the job, and
1031 any special criteria needed shall be posted on all normal posting places. A
1032 copy of the same shall be simultaneously given to the President of the P.B.A.
1033 or his/her designee.
- 1034 4. A sign up list shall be maintained for each extra duty job. Any officer
1035 interested in becoming available to work such job(s) shall sign the appropriate
1036 list. An officer may sign as many, few, or no lists as is the individual's
1037 prerogative.
- 1038 5. Distribution of said extra duty jobs shall be carried out in a manner and
1039 procedure which is the same as for regular overtime call-in and distribution.
- 1040 6. Policies concerning the performance of extra duty jobs shall be developed by
1041 the Chief of Police.
- 1042 7. The overtime rate for extra duty jobs only shall continue to be calculated based
1043 upon a thirty-seven and a half (37 ½) hour workweek.

1044 **ARTICLE XXI**

1045 **GRIEVANCE PROCEDURE**

- 1046 A. The purpose of this procedure is to secure, at the lowest possible level, an equitable
1047 solution to the problems which may arise affecting the negotiable terms and conditions
1048 of employment under this Agreement.
- 1049 B. Nothing herein shall be construed as limiting the right of any employee having a
1050 grievance to discuss the matter informally with any appropriate member of the
1051 Department.

1052 C. Definition

1053 With regard to employees, the term “grievance” as used herein means an appeal by an
1054 individual, group of individuals, or the P.B.A. regarding the application or
1055 interpretation of this Agreement. Such grievances may be processed through the
1056 entire grievance procedure except as may be noted herein below.

1057 D. Procedure

1058 The following constitutes the sole and exclusive method for solving grievance
1059 between the parties covered by this Agreement, and shall be procedurally followed in
1060 its entirety unless any step is waived by mutual consent. It is agreed, however, that a
1061 grievance may be instituted at the lowest step where a remedy is possible. However, a
1062 grievance may be dropped at any stage of the procedure by the P.B.A. The
1063 determination of the P.B.A. to drop a grievance shall not be utilized in the future to
1064 support a claim that the P.B.A. agreed to whatever condition was originally raised by
1065 said dropped grievance.

1066 Prior to the submission of a grievance in accordance with the below procedure, all
1067 grievances shall be taken to the Personnel Department to be time and date stamped.
1068 Said stamp shall be done so immediately.

1069 Any Grievance must be filed within thirty (30) days after the occurrence of application
1070 or interpretation of this Agreement which gives rise to said dispute, or from that time
1071 when the employee or P.B.A. should have reasonably known of such occurrence.

1072 **Step One.** Step One shall be with the Chief or his designees. If, however, the
1073 Chief designates a subordinate to function in his place, said subordinate shall have full
1074 authority to resolve any grievance which the Chief, himself, would have authority to

1075 remedy. The answer to this grievance, along with reasons for said answer, shall be
1076 received by the P.B.A. no later than five (5) business days after its submission. It is
1077 agreed that any grievance arising out of an action taken by the Director of Public
1078 Safety, the Business Administrator or his staff, or the Mayor and/or Council, shall
1079 commence and be initiated at either Steps Two or Three, below, whichever is
1080 appropriate.

1081 **Step Two.** Should the answer to the grievance submitted to Step Two be
1082 unsatisfactory or should no answer be received within the five (5) working days, then
1083 the grievance may be submitted to the Business Administrator or his designee within
1084 five (5) working days of the answer or the date upon which the answer was due from
1085 Step One. A hearing shall be conducted on a date and time of mutual convenience no
1086 later than ten (10) working days from the submission of the grievance unless an
1087 extension of time is mutually agreed upon. The Business Administrator or his
1088 designee shall have twenty (20) days in which to render his decision, in writing to the
1089 P.B.A.

1090 **Step Three.** The parties agree that in the event a grievance is not remedied to the
1091 satisfaction of either party, then either the Township or the P.B.A., solely, may, within
1092 twenty (20) days, request binding arbitration by serving said request upon the other.
1093 Said request shall be submitted in accordance with the rules and regulations of the
1094 Public Employment Relations Commissions (PERC) and according to said rules, an
1095 arbitrator shall be appointed, whose decision shall be final and binding upon both
1096 parties. Said Process shall be in accordance with the following:

- 1097 1. The decision of the arbitrator, along with the reasons for said decision, shall be
1098 rendered in writing and shall be final and binding on all Parties.
- 1099 2. The arbitrator shall decide only the single issue submitted to him unless the
1100 parties mutually agree to submit multiple issues to the same arbitrator.
- 1101 3. The cost of the arbitrator shall be borne equally by the parties. Any other costs
1102 shall be borne by the party incurring same.
- 1103 4. The arbitrator shall have no authority to add to, modify, or delete from this
1104 Agreement, unless said desire is expressly and mutually agreed to by the
1105 parties.
- 1106 5. The parties to the arbitration process are solely and exclusively the Township
1107 of Old Bridge and P.B.A., Local No. 127.
- 1108 E. In the event that management alleges a violation of the provisions of the Agreement,
1109 notice shall be served upon the P.B.A. President within thirty (30) days of the alleged
1110 violation and the parties shall meet within ten (10) days, unless mutually extended, to
1111 attempt to resolve the matter. In the event that the matter is not satisfactorily resolved
1112 within fifteen (15) days of the first meeting then either party may, unless the time
1113 periods are mutually extended, invoke the arbitration provisions set forth above.
- 1114 F. Nothing contained herein shall prevent any individual employee from presenting
1115 his/her own grievance from self-representation. However, the P.B.A. President must
1116 be notified prior to the commencement of any discussions and/or meetings in this
1117 regard, at any steps along the way. The P.B.A. shall have the right to be present
1118 during any such meeting, discussion, or hearing; shall have the right to participate on
1119 behalf of the good and welfare of the Association; shall receive written copies of any

1120 and all decisions rendered, along with appropriate reasons; and shall be permitted to
1121 present the Association position regarding same, including but not limited to the filing
1122 of a subsequent grievance if it is the P.B.A.'s belief that any remedy fashioned
1123 constitutes a violation of this Agreement. The right of any employee to process
1124 his/her own grievance shall cease with Step Five (a). It is clearly understood and
1125 agreed that no individual employee or group of employees may process a grievance to
1126 arbitration.

1127 G. The time limits expressed herein shall be strictly adhered to. If any grievance has not
1128 been initiated within the time specified, then the grievance shall be deemed to have
1129 been abandoned. If the grievance is not processed to the next succeeding Step in the
1130 grievance procedure within the time limits prescribed thereunder, then the disposition
1131 of the grievance at the last preceding Step shall be deemed conclusive. If a decision is
1132 not rendered within the time limits prescribed for a decision at any Step in the
1133 grievance procedure, then the grievance shall be deemed to have been denied and may
1134 proceed to the next Step. Nothing contained herein, however, shall prevent the parties
1135 from mutually agreeing to extend or contract the time limits for processing the
1136 grievance at any Step in the grievance procedure.

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ARTICLE XXII

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CLOTHING REQUIREMENT AND MEAL ALLOWANCE

1140 A. For the first year of the Agreement beginning July 1, 2004 and ending June 30, 2005,
1141 each employee hired prior to January 1, 2004 shall receive a one time payment in the
1142 amount of two hundred (\$200) dollars upon execution of this Agreement in addition to

1143 the one thousand dollar (\$1,000) clothing allowance already paid to such employees.
1144 Effective July 1, 2005, employees will not receive any type of clothing allowance
1145 thereafter. However, each employee shall be responsible for maintaining uniforms
1146 and equipment in accordance with the standards of the police department.

1147 B. A meal allowance of ten dollars (\$10.00) per day shall be paid to all officers attending
1148 school when meals are not included in registration fee or provided by the school. This
1149 section shall apply only within the State and where overnight lodging is not required.
1150 This meal allowance excludes payment for meals during basic training.

1151 C. All new uniformed employees will be provided with a riot helmet and jump suit.

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ARTICLE XXIII

1154

RULES AND REGULATIONS REVIEW COMMITTEE

1155 A. A joint committee shall be established and maintained to review and possibly update
1156 the rules and regulations of the Department. This shall be a standing committee and
1157 shall meet as deemed necessarily by either party in order to carry out its charge.

1158 B. The aforecited section shall not be deemed nor interpreted as a waiver by the P.B.A.
1159 regarding its statutory rights to negotiate changes to the rules and regulations affecting
1160 working conditions in accordance with appropriate P.E.R.C. and judicial decisions.

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ARTICLE XXIV

1163

SENIORITY

1164 A. Seniority is defined as the accumulated, unbroken length of service with the
1165 Department, computed from the data of hire. An employee's length of service shall

1166 not be reduced by time loss due to authorized leave of absence for a bona fide illness
1167 or injury certified by a physician for a period not exceeding one (1) year. Such
1168 certification shall be subject to review and approval by the Township physician.

1169 Seniority shall be lost and employment terminated for reason of discharge or
1170 resignation.

1171 B. The principles of seniority shall apply to employees covered by this Agreement as to
1172 selection of vacation periods, compensatory time off, overtime and extra duty
1173 assignments as expressed in Articles VII and XX, shift bid selection, and reductions in
1174 force. Seniority will be a consideration for work assignments providing that the
1175 employee is qualified to perform such assignment.

1176 C. Upon receiving a promotion, it is understood that full seniority rights within said
1177 position shall commence with the initial date of appointment to that position.

1178 D. For the purpose of a reduction in position, seniority in the position will take
1179 precedence. In the event that two or more employees were promoted to the same
1180 position on the same date, then the employee with the greatest amount of departmental
1181 seniority shall be the last individual reduced or laid off.

1182 E. It is understood that no new promotions will be made until any employee who was
1183 reduced in rank or position due to a layoff has been restored to the full rank and
1184 position held on the date of the layoff.

1185 **ARTICLE XXV**

1186 **PERSONNEL FILE**

1187 A. Derogatory Material

1188 No derogatory material concerning a police officer's conduct, service, or character
1189 shall be placed in his/her personnel file unless the officer has been given an
1190 opportunity to review the material. The officer shall acknowledge that the opportunity
1191 was given for review by affixing his/her signature to the copy to be filed with the
1192 express understanding that such signature does not necessarily indicate agreement
1193 with the contents thereof. The officer shall have the right within seven (7) calendar
1194 days of such review to submit a written response to such material. Said response shall
1195 be attached to the file copy and shall be considered as part of the entire document.

1196 B. File Review

1197 Each police officer shall have the right, upon request, to review the contents of his/her
1198 personnel file. The employee shall have the right to have representative(s) of the
1199 P.B.A. accompany him/her during such review. The officer shall be provided with a
1200 copy of the contents upon request. The employee shall be responsible to pay \$0.10 per
1201 page for the first five (5) pages and then \$0.05 per page for each page thereafter. This
1202 provision shall not be abused.

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ARTICLE XXVI

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MISCELLANEOUS

1209 A. In the event of a reduction in rank due to reduction in manpower for financial reasons,
1210 the officers who have suffered the reduction in rank will be up-graded when the rank,

1211 opens up again. This will be done on the basis of the last officer out will be the first
1212 officer reinstated. Such up-grading will be automatic and will not necessitate the
1213 employee to be reinstated or re-interviewed.

1214 B. Upon resignation, retirement, or termination an employee is entitled to all holiday pay
1215 which has been accrued up to that point, as well as the per diem value of all unused
1216 vacation days. Upon death of an individual covered by this Agreement, all of the
1217 above payments shall be made to the employee's beneficiary as stated on his pension
1218 insurance policy.

1219 C. The Township medical insurance plan will be primary for hospitalization for a retiree
1220 when the retiree or the retiree's spouse is not eligible for the Medicare Part A benefit.
1221 Part B is paid by all retirees.

1222 **ARTICLE XXVII**

1223 **SEPARABILITY, SAVINGS AND NO WAIVER**

1224 A. If any provisions of this Agreement or any application of this Agreement to any
1225 employee or group of employees is held to be invalid by operation of law or by a court
1226 or other tribunal of competent jurisdiction, such provisions shall not be affected
1227 thereby and shall continue in full force and effect.

1228 B. Should any provisions be found contrary to law, such provisions shall no longer serve
1229 as operative. Should a change in the law reverse such a standing, the inoperative
1230 section shall, from that point forward, be in full force once again.

1231 C. The failure by the Parties to enforce any provision of this Agreement shall not be
1232 deemed a waiver of the rights conferred by that provision.

1233 **ARTICLE XXVIII**

1234

FULLY BARGAINED PROVISIONS

1235 A. This Agreement represents and incorporates the complete and final settlement by the
1236 parties on all bargainable issues which were the subject of negotiations. During the
1237 term of this Agreement, neither party will be required to negotiate with respect to any
1238 such matter, whether or not covered by this Agreement, and whether or not within
1239 their knowledge or contemplation of either or both parties at the time they negotiated
1240 or signed this Agreement.

1241 B. There shall be no unilateral changes in any negotiable terms and conditions of
1242 employment.

1243

ARTICLE XXIX

1244

SHIFT BID

1245 A. Each January 15th shift assignments shall be made, where all qualifications are equal,
1246 pursuant to a seniority based bid system. Standard slips shall be developed and
1247 distributed to all affected personnel no less than two (2) weeks prior to the
1248 commencement date. The employee shall list his/her shift choices, giving 1st, 2nd,
1249 and 3rd preferences. Assignments shall then be made based upon seniority. These
1250 assignments shall then take effect as of April 1st, following the submission date and
1251 shall remain in effect until the procedure is repeated the following year.

1252 B. This shall not be interpreted to mean that the duty assignments or appointments, such
1253 as detective bureau, traffic, etc., are to be bid. Those assignments or appointments
1254 remain the prerogative of the Chief of Police or other appropriate Authority, which
1255 shall be in accordance with the controlling statutes. Further, in order to meet the needs
1256 of training and/or specialized abilities, shift assignments may need to be altered in

1257 order to meet the bona fide safety needs of the citizens of the Township. In these
1258 cases the changes shall be made with timely notice and explanation and shall last until
1259 such time as the specific needs have been met, at which time the affected employee
1260 shall be returned to his bid shift.

1261 C. This section shall be applied equally, among members of the same rank, assignment,
1262 or appointment. That is, Patrol Officers shall bid with Patrol Officers, Detectives with
1263 Detectives, Records with Records, and so on.

1264 D. This section shall not preclude employees from voluntarily switching or swapping
1265 shifts with one another prior to the re-bid date. However, as is the current practice,
1266 such switches shall occur with the approval of the Chief of Police or his designee.
1267 Such approval shall not be arbitrarily or capriciously withheld.

1268

ARTICLE XXX

1269

TERM AND RENEWAL

1270

A. THIS AGREEMENT shall be effective as of July 1, 2004 and shall be in effect to and including June 30, 2008. This Agreement shall not be extended orally and it is expressly understood that it expires on the date intended or until such time as a successor Agreement supersedes it.

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B. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective Secretary and/or Clerk and their corporate seals affixed hereon, in the Township of Old Bridge, New Jersey, on this day of , 2007.

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POLICEMAN’S BENEVOLENT

TOWNSHIP OF OLD BRIDGE

1281

ASSOCIATION, LOCAL NO. 127

MIDDLESEX COUNTY, NEW JERSEY

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By: _____

By: _____

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By: _____

By: _____

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Witness:

Witness:

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