

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**TOWNSHIP OF NORTH BRUNSWICK**

**-AND-**

**NORTH BRUNSWICK SUPERIOR OFFICERS' ASSOCIATION**

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**JANUARY 1, 2012 THROUGH DECEMBER 31, 2015**

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## **PREAMBLE**

This Agreement made this 1<sup>st</sup> day of January, 2012, by and between the Township of North Brunswick, (hereinafter referred to as the "Employer" or the "Township") and the North Brunswick Superior Officer's Association, (hereinafter referred to as the "Association" or "SOA").

## **ARTICLE I**

### **RECOGNITION**

The Employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, and other terms and conditions of employment in accordance with N.J.S.A. 34:13A-5.3, as supplemented and amended for all job titles above the rank of police Officer; Excluded shall be the Deputy Chief, the Chief of Police and all other employees.

## **ARTICLE II**

### **NON-DISCRIMINATION**

Neither the Employer nor the Association shall discriminate against any Employee because of race, creed, color or national origin, Association membership, activity or lack thereof, or any other category protected by law.

## **ARTICLE III**

### **MUTUAL AID**

Employees, while rendering aid to another community while acting under lawful authority beyond the Township's territorial limits, shall be fully covered by Workman's Compensation and liability insurance and pension as provided by State Law.

**ARTICLE IV**

**COLLECTIVE BARGAINING PROCEDURE**

A. Collective bargaining with respect to conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties.

B. Collective bargaining meeting shall be held at times and places mutually convenient at the request of either party.

C. Employees of the Employer who may be designated by the Association to participate in collective negotiating meetings called for the purpose of negotiation of an agreement will be excused from their work assignments during hours of negotiations.

**ARTICLE V**

**SAVINGS CLAUSE**

In the event that any provision of this Agreement shall at any time be declared invalid by Federal or State Legislative act or any court of competent jurisdiction, or through Federal or State Government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE VI**

**DUES CHECK OFF**

A. The Township shall deduct dues from the wages of all personnel covered by this Agreement who have filed with the Township a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Association shall advise the Township of the fixed and standard dues of its members. The Township shall deduct a proportionate amount from the bi-weekly pay check and deliver to the Association on the first of each month the

previous month's dues collection

B. The Association shall hold the Township harmless from any and all claims concerning such deduction after the Township has fulfilled its obligation in Section A.

C. The Township will implement a fair share representation fee equal to eighty-five (85%) percent of the SOA's dues, initiation fees and assessments, which shall be withheld in accordance with the law. The Association represents that it has a "demand and return" system in place in accordance with applicable law.

D. The Association shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair share representation fees.

## **ARTICLE VII**

### **EMPLOYER RIGHTS**

A. The Employer reserves to itself sole jurisdiction and authority over matters of policy, subject only to the limitation imposed by the language of this Agreement in accordance with the applicable laws and Department Rules and Regulations as follows:

1. To direct all employees of the North Brunswick Police Department.
2. To hire, promote, transfer, demote, discharge or take other disciplinary action against Employees.
3. To relieve Employees from duty because of lack of work or for other legitimate reasons.
4. To maintain efficiency of the Township operations entrusted to them.
5. To determine the methods, means and personnel by which such operations are to be conducted.
6. To take whatever actions may be necessary to carry out the mission of the

Township in situations of emergency.

B. No lockout of employees shall be instituted by the Township during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, or suggest any strikes, work stoppages, slowdowns, mass resignations, mass absenteeism or any other similar actions which would involve suspension of, or interference with the normal work of the Township.

C. In the event that Association members participate in such activities in violation of this Article, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any Employee participating in these prohibited activities may be disciplined by the Township.

## **ARTICLE VIII**

### **FEDERAL OR STATE LAW**

Nothing in this Agreement shall be interpreted to deprive any rights guaranteed to either the Employer or Employee by Federal and State law.

## **ARTICLE IX**

### **ASSOCIATION BUSINESS**

A. The Association President shall be granted time off, regardless of manpower requirements without loss of pay to attend meetings at mutually agreed times with the Employer's representatives and shall be granted similar time off to conduct Association business. The Township or the Director of Police shall not deny a reasonable request of the Association President for such time off. The President shall receive compensatory time for any meetings attended while scheduled off-duty. The Township shall permit up to two (2) designees of the President time off without loss of pay to conduct association business. The Association

recognizes the right of the Employer to recall the officers to duty in case of emergency.

B. If scheduled for duty, the President and elected officers of the Association, the latter not to exceed two (2) in number, shall be excused from duty to attend monthly meetings of the SOA or PBA, Local #160 (the mother local) within the Township limits. If the meetings are scheduled during off-duty hours, the President shall receive one (1) day of compensatory time for each meeting attended. The Association recognizes the right of the Employer to recall the officers to duty in case of emergency.

C. Conventions

1. The Employer agrees to grant the necessary time off without loss of pay, including reasonable travel time, to the members of the Association selected as Delegates to attend any State or National convention of the New Jersey State Policeman's Benevolent Association. The Employer agrees to grant time off without loss of pay, including reasonable travel time to the Association President to attend any State or National Convention of the New Jersey Policeman's Benevolent Association. If the convention falls on the President's day or days off, he shall receive one days' compensatory time for each day of attendance at the convention.

2. The leave shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention.

D. The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during scheduled duty hours without loss of pay. The parties recognize the right of the Employer to recall the officers to duty in case of an emergency.

## ARTICLE X

### DISCHARGE OR SUSPENSION

- A. No employee shall be discharged or disciplined without just cause.
- B. Probationary positions: No employee may be demoted or disciplined without just cause during their probationary period.

## ARTICLE XI

### EMPLOYEE RIGHTS

A. The Employee shall have the right at all times to refuse to take a polygraph or other lie detector tests.

B. The Employer shall render decisions within one (1) month after the close of a disciplinary hearing concerning an Employee. If a decision is not rendered within the aforementioned time period, the decision shall be deemed to have been made in favor of the employee against whom the charge or charges have been brought.

C. Whenever a law enforcement officer is under investigation for an event which could lead to disciplinary action, demotion, loss of pay or dismissal, the investigation or interrogation shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the police officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.

2. The interrogation shall take place at headquarters unless otherwise waived by the police officer.

3. The police officer shall be informed of the name, rank and command of the officer in charge of the investigation, the interrogating officer, and all persons present during



the interrogation. All questions directed to the officer under investigation shall be asked by and through one interrogator.

4. The law enforcement officer under investigation shall be informed in writing of the nature of the investigation prior to any interrogation.

5. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

6. The law enforcement officer under interrogation shall not be threatened with transfer, dismissal, or disciplinary action, but this shall not prevent the Employer from taking such action according to law.

7. A complete record, written, taped or transcribed may be made of the complete interrogation of the law enforcement officer, including all rest periods. A copy of the record shall be available to the officer or his counsel upon request for copying at his expense.

8. If the law enforcement officer under interrogation is under arrest, or is otherwise entitled as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

9. Anytime an officer is required to submit a written report detailing his/her actions, or knowledge of the actions of other officers, that request or order shall be written.

D. In the event an employee is the target of an investigation or has been served with formal charges or is the subject of an investigatory interview, at the request of the law enforcement officer under interrogation, he shall have the right to be represented by counsel and any other responsible representative of his choice who shall be present at all times during the investigatory interview, or interrogation unless waived by the law enforcement officer.

E. In the event an officer is to be subjected to a Hearing on Discipline Charges, such

hearings shall be closed to the public unless the officer requests otherwise, subject to the provisions of applicable law.

F. The Township agrees to provide each officer with full false arrest insurance at no cost to the officer.

G. The Township agrees that there shall be no unilateral changes in terms and conditions of employment nor in any terms of this agreement during its term.

H. Any final disposition as a result of a disciplinary investigation shall be forwarded to the President of the Association upon his request.

## ARTICLE XII

### IN-SERVICE TRAINING

A. In the event an officer is required to attend in-service training outside of his hours of duty, he shall be paid overtime if he is otherwise qualified for such payment.

B. The Employer may reschedule an officer's duty hours in order to allow attendance at training during working time, provided the officer is given a minimum of twenty-four (24) hours notice of such change

C. The Employer shall endeavor to provide equal opportunity for attendance at training.

D. Each officer working on the four-four schedule shall work a maximum of twenty-five (25) hours of in-service training and/or departmental meeting time per contract year. Training shall be conducted in minimum blocks of five (5) hours and meetings shall be conducted in minimum two (2) hour blocks. For example, if an officer is scheduled for training at the range and such training lasts six (6) hours, the officer shall be credited with having worked ten (10) hours of training time. In-service training shall not be scheduled with less than seven (7)

days advanced notice.

### **ARTICLE XIII**

#### **BULLETIN BOARD AND STOREROOM SPACE**

A. The Employer shall designate a bulletin board or portion thereof for the exclusive use of the Association.

B. The Association shall have the right to post material on such board on the condition it is initialed by the Association President or his designee. The Association shall notify the Employer of the name of the Association President and his designee for this purpose.

### **ARTICLE XIV**

#### **POLICE DEPARTMENT SAFETY**

A. There shall be an annual meeting between the parties to discuss matters of safety and equipment of concern to both parties.

B. Each party shall attempt to inform the other of subjects to be raised at such meetings in order to allow for preparation for productive discussions.

C. Meetings may take place at more frequent intervals if called by either party.

D. The Association shall be notified of any change in required equipment thirty (30) days before the effective date of implementation, where practicable.

E. A written request submitted by the Association for action on a matter of safety or equipment, will be acted upon or responded to in writing, within thirty (30) days of receipt of the request.

### **ARTICLE XV**

#### **OUTSIDE EMPLOYMENT**

A. Officers may engage in other employment during off duty hours providing such

occupation is not in violation of Federal, State or local law and providing such employment is not a conflict of interest with his primary employment as a police officer.

B. Each Officer shall provide written notice on a form supplied by the Department at least forty-eight (48) hours in advance of engaging in such employment where practicable.

## **ARTICLE XVI**

### **PERSONNEL FILE**

A. There shall be a personnel file for each officer consisting of all personnel data concerning the officer. This file shall be maintained and secured inside the, Office of the Director.

B. Each Officer shall have the right to examine said file during normal business hours in the presence of the Director of Police or his designee.

C. The officer may have inserted in the Personnel File his written rebuttal or comments on any material contained therein.

D. An officer may have any detrimental material removed from the Personnel file for just cause. The denial of such a request may be appealed by the officer through the Grievance Procedure to binding arbitration. Charges leading to conviction or discipline shall not be removed from the file.

E. Civilian assistants may add data to the personnel files under the direction and control of the custodian of the personnel files.

F. A log indicating the date, time and person reviewing the file shall be maintained in each file.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

A. For the purpose of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate.

B. DEFINITION:

1. A grievance shall be defined as a complaint about the interpretation, application, or alleged violation of policies, a term of this Agreement, or administrative decisions affecting any police officer or group of police officers.

2. Grievances not arising from an alleged violation of this Agreement (those involving alleged violations of policies or administrative decisions) may not be processed to binding arbitration.

C. The following constitutes the sole and exclusive procedure for the settlement of any matter constituting a grievance and shall be followed in its entirety unless waived in writing by the parties. However, the Employee or the Association shall be entitled to file any grievance at the lowest possible level that a remedy granting relief of that grievance may be obtained.

1. **STEP ONE**

An employee with a grievance shall, within fifteen (15) working days of the occurrence or event giving rise to the grievance, or within fifteen working days of when the employee first learns of the occurrence or event giving rise to the grievance, informally discuss the matter with his Division Commander. The Division Commander shall have three (3) days to respond or resolve the grievance.

2. **STEP TWO**

In the event the grievance is not resolved at Step One, the grievant shall have seven (7) working days from the completion of Step One within which to appeal the matter in writing to the Director and/or the Chief of Police. The Director of Police and or Chief of Police shall have five (5) working days to respond in writing to the grievance, from the date of receipt of same.

**3. STEP THREE**

In the event the grievance is unresolved at Step Two, then the Association and only the Association may appeal the matter to arbitration, no later than fifteen (15) working days after the response of the Director of Police or the Chief. In the interest of harmonious labor relations, the Association shall have the right to discuss the grievance at hand with the Township Business Administrator, after Step Two and before filing for arbitration, in an attempt to resolve same. The Association shall not be required to do so, but if it chooses to do so, it will not affect the time limitations set forth. The arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission. The expense of the arbitrator shall be borne equally by both parties, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for its presentation.

a. It is agreed that no arbitration hearing shall be held until after the expiration of thirty (30) days after the decision by the Director of Police. It is the parties' intent that an officer electing to pursue arbitration shall waive his right of appeal to the Department of Personnel or an officer appealing to the Department of Personnel shall waive the option to pursue Arbitration.

b. The Association shall have the right to have a representative present at all meetings concerning a grievance at all Steps of the Procedure.

c. The Association shall have the right to designate one (1)

representative who shall have the right to attend and represent the grievant and/or Association at any meetings during any Step of the Procedure without loss of pay.

d. The Steps and time limits of this Procedure may be waived by mutual written agreement of the parties.

e. No response at any Step of the Procedure shall be deemed a denial entitling the grievant or the Association to proceed to the next Step.

f. The Association shall have the right to file grievances directly with the Director of Police at Step Two without the necessity of processing the grievance through Step One.

g. All grievances resolved shall be reduced to writing and copies forwarded to the Mayor and Council.

h. Association Grievance Representatives: Accredited representatives of the Association may enter Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter the Township facilities or premises, it will request such permission from the appropriate Township authorities, and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the Township business or normal duties of employees.

i. The Township hereby agrees that when the Association representatives request in a format that is deemed as public information and/or the furnishing of said information is covered by the terms of this agreement, within forty-eight (48) hours after the request is made, exclusive of weekends, it shall furnish such information.

j. The arbitrator or arbitrators shall be bound by the provisions of this

Agreement and restricted to the application of the facts presented to him and relevant to the grievance. The arbitrator shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding.

k. The Employee or the Association shall be entitled to file any grievance at the lowest possible level that a remedy granting relief of that grievance may be obtained.

## **ARTICLE XVIII**

### **HEALTH, LIFE AND DENTAL INSURANCE BENEFITS**

#### **A. HEALTH INSURANCE**

1. All present medical health insurance programs shall be continued in effect for the life of this Agreement, except that it is understood that the Township shall have the right to substitute carriers on two conditions:

a. The benefits provided by the carrier shall be the same or substantially the same as presently provided.

b. The Township shall meet with the Association to discuss the change of carriers prior to the implementation of the decision.

2. The Township shall pay the premium cost for said insurance for all employees and their dependents:

a. who have retired on a disability pension;

b. who have retired after twenty-five (25) or more years of service credit in a State or locally administered retirement system and a period of service of up to ten (10) years or more with the Township at the time of retirement. Except that, officers that are



hired through the Department of Personnel Lateral Transfer Program need only have twenty-five (25) years of service credit in a State or Locally administered retirement system to be eligible for benefits for themselves and their dependants;

c. who have retired and reached the age of sixty-five (65) years or older with twenty-five (25) years or more of service credit in a State or locally administered retirement system and a period of service of up to ten (10) years or more with the Township at the time of retirement; or

d. who have retired and reached the age of sixty-two (62) or older with at least ten (10) years of service with the Township.

The Township shall make said payments until such date as the retiree is eligible for full Medicare coverage at which time the Townships obligation hereunder shall cease. In the event of the death of such retiree the Township shall continue to provide such coverage to dependents for a period of thirty-six (36) months from the date of death. Subject to approval by the health insurance carrier said dependents may opt to remain in the group and the dependents shall pay the Township's rate as set by the carrier.

#### B. LIFE INSURANCE

All present life insurance programs will be continued in effect for the duration of this Agreement including all benefits provided by the North Brunswick Township Group Insurance Policy.

#### C. DENTAL INSURANCE PROGRAM

1. For each year of this Agreement, the Township shall contribute up to Four Hundred and Thirty Five Dollars and Thirty Six Cents (\$435.36) for each single employee without dependents and Four Hundred Seventy-Six Dollars and Sixty-Four Cents (\$476.64) for

each single employee with dependents for the purchase of dental insurance coverage as per past practice. The Employee shall continue to pay any additional cost for the program over that sum.

2. It is specifically understood that the Township's total and complete financial responsibility for premium payment under this Agreement shall be as stated above.

3. The parties shall continue to administer the plan as per past practice.

4. The Township further agrees to make the appropriate payroll deductions for any cost above the aforesaid amount which an employee may authorize for dependent coverage.

5. It is understood that the Township has and will pay any premium increases for the duration of this agreement.

D. Full benefits under this section shall be continued for an Officer's dependents, in the event an Officer is killed in the line of duty.

E. The Township agrees to continue, at no cost to said employees, the present Hospital - Surgical - Major Medical Plan.

F. The Township agrees to provide a Prescription Benefit Plan for employees and their dependents. The Township is currently participating in the Prescription Plan offered via the State Health Benefits Program. Employees will have no other cost other than the prescription co-pays provided in the Plan. If the co-pay amounts of the Plan ever exceed:

1. Retail (up to 30 day supply):
  - a. Brand Name \$23.00
  - b. Generic drugs \$ 8.00
  - c. 3<sup>rd</sup> Tier Drugs (if applicable) \$38.00
2. Mail Order (31 to 90 day supply)

- a. Brand Name \$46.00
- b. Generic \$16.00
- c. 3<sup>rd</sup> Tier Drugs (if applicable) \$76.00

then the Township will be responsible to reimburse employees for any co-pay amounts in excess of the above rates.

G. If the Township opts to move to a different Prescription Plan provider, it must provide 90 days' written notice to the Union, and the plan design must include the following provisions:

1. The new plan must be substantially equivalent to the Express Scripts plan in effect in 2008, including the level of benefits and the pharmacy network, and the co-pays must be equal or better than the levels set forth in the following:

a. The employee co-pay amount will be \$8.00 for generic drugs, \$23.00 for formulary drugs, and \$38.00 for non-formulary drugs.

b. If no generic drug equivalent exists for a prescribed formulary or non-formulary drug, the employee co-payment shall be the generic drug co-payment amount.

c. If a doctor establishes a medical need in writing that an employee or dependent requires the use of a formulary or non-formulary drug for medical purposes, in lieu of a generic equivalent drug, the employee shall only pay the generic co-payment for the formulary or non-formulary drug.

d. Mail-order prescriptions filled for 90 days will include co-payments at 2 times the co-pay for individual prescriptions.

H. Except as modified herein, the Township agrees to maintain dental and prescription plans with benefits substantially similar to the levels contained in the prior collective bargaining agreement.

## **ARTICLE XIX**

### **COMPENSATION**

A. The salary schedule for the years 2012, 2013, 2014, and 2015 is set forth in Schedule A, reflecting an 11.25% rank differential. All salary increases shall be added to the base salary. Base salary shall include clothing allowance, weapons incentive, longevity and education incentive but shall not include on-call pay.

B. For the purposes of computing annual increments, January 1 or July 1 shall be used as the anniversary date. The choice of either January 1 or July 1 will be determined by which of these dates is closest to the actual date of employment.

C. Longevity payments to all members of the bargaining unit shall be calculated using the base salary of that individual officer, which includes clothing allowance, weapon incentive and educational incentive and any other monetary compensation. Excluded from calculation of longevity payments are on-call pay, and Holiday pay.

D. Longevity payments shall commence on the first day of the 5th year of employment at 2.5% and shall increase annually by 0.5% until a maximum longevity payment of 12.5% is achieved in the 25<sup>th</sup> year of employment.

E. Clothing Allowance and weapons incentive, longevity, educational incentive, and any other monetary compensation, except on-call pay, shall be included for the purpose of calculating the base rate of pay for overtime and straight-time purposes.

F. Whenever it is necessary to calculate an hourly rate for any employee covered by this Agreement, the hourly divisor shall be 1,950 hours per year.

**ARTICLE XX**

**LONGEVITY**

A. In addition to the officer's salary the following longevity schedule shall apply and be paid as hereinafter fixed and determined. Such longevity pay shall be considered part of the employee' salary for the purpose of retirement and disability benefits and the computation of overtime and holiday pay.

<b>AT THE BEGINNING OF:</b>	<b>PERCENT OF BASE SALARY</b>
5 <sup>th</sup> year of service	2.5%
6 <sup>th</sup> year of service	3.0%
7 <sup>th</sup> year of service	3.5%
8 <sup>th</sup> year of service	4.0%
9 <sup>th</sup> year of service	4.5%
10 <sup>th</sup> year of service	5.0%
11 <sup>th</sup> year of service	5.5%
12 <sup>th</sup> year of service	6.0%
13 <sup>th</sup> year of service	6.5%
14 <sup>th</sup> year of service	7.0%
15 <sup>th</sup> year of service	7.5%
16 <sup>th</sup> year of service	8.0%
17 <sup>th</sup> year of service	8.5%
18 <sup>th</sup> year of service	9.0%
19 <sup>th</sup> year of service	9.5%
20 <sup>th</sup> year of service	10.0 %

21 <sup>st</sup> year of service	10.5%
22 <sup>nd</sup> year of service	11.0%
23 <sup>rd</sup> year of service	11.5%
24 <sup>th</sup> year of service	12.0%
25 <sup>th</sup> year of service	12.5%

**ARTICLE XXI**

**OVERTIME**

A. Any officer working over their scheduled hours during a consecutive 24 hour period commencing with the start of the shift will be compensated at time and one-half pay on the individual's hourly rate at the time.

B. Any officer called for duty other than their regular shift shall receive time and one-half based on the individual's hourly rate. If an officer is called in and there is no work available, he/she shall be paid a guaranteed minimum of four (4) hours of pay at the officer's overtime rate.

C. The need for an officer to be on call shall be set forth in writing and shall be issued at the discretion of the Department Head or his designee.

1. **Weekend Call.** For every forty (40) hours that an officer is required to be on call they shall receive one (1) day of pay equal to the number of hours in the officer's shift in addition to their regular pay and regardless of any overtime payments. For the purpose of this section, weekend on call status shall mean the assignment to stand on duty which, under the schedule in effect as of this date, is from 2400 hours, Friday, through 1600 hours the following Sunday.

2. **Weekday Call.** Employees who serve in Positions which are routinely

placed on weekday on-call status shall receive a stipend in the amount of four thousand five hundred dollars (\$4500.00) per year, which shall be prorated if such assignment is for a period of less of the calendar year. For the purposes of this section, weekday on call status means the assignment to stand by duty which, under the schedule in effect as of this date, is 1600 hours Sunday through 2400 hours the following Friday. Officers, under this section, shall be paid on call pay quarterly or annually at their option. Those officers no longer required to be on call shall be paid no later than 30 days from the last on call assignment.

3. **Administrative On-Call:** Employees who serve in an administrative position and are placed on an on-call status shall receive an annual stipend of four thousand five hundred dollars (\$4500.00). Said stipend shall be paid in equal quarterly installments in the pay check which is closest to the quarter's end. For any administrative employee placed on an on-call status for less than a full year said stipend shall be pro rated in accordance with the amount of time so assigned.

This benefit shall apply to all Bureau heads and to those individuals in charge of units and who are expected to be notified and consulted in matters that concern their command. If the individual is determined to respond to the scene or to Headquarters, the individual shall then be compensated at the overtime rate and in accordance with the overtime provisions of this Agreement. Other members may be placed on Administrative On-Call as deemed necessary by the Director of Police.

4. On-Call pay status shall commence immediately upon the individual's assignment.

E. To facilitate fair and equitable overtime distribution, the Department shall be required to maintain separate overtime lists for Patrol and Special Details or Events. The manner

in which the overtime is distributed and administered will be as per past practice but the S.O.A. shall have the right to periodically review the manner in which the process is administered and make changes to provide equal distribution to all employees covered by this agreement.

## **ARTICLE XXII**

### **VACATIONS**

#### **A. EARNED VACATIONS**

Officers shall be entitled to vacations, based on length of service in accordance with the schedule set forth in Schedule B, attached hereto.

#### **B. PAY DURING VACATIONS**

All vacations shall be granted at the annual salary rates of the individual.

#### **C. SCHEDULING VACATION**

The Director of Police shall allocate vacation periods in order to assure orderly operation and continuous service, but will grant vacations so far as possible in accordance with the desires of the officers by seniority in rank. Vacation requests submitted between January 1st and April 15th will be granted on a seniority basis and, thereafter, they will be granted on a first-come-first-serve basis.

#### **D. RESCHEDULED VACATIONS**

Officers shall take their vacations at the scheduled time. However, different periods of vacation may be taken if mutually acceptable to the Director of Police and the officer. In the event of inability to agree on a mutually acceptable rescheduled vacation and where the officer is required by the Director of Police to work during his vacation period, or if the officer wishes to work during his vacation period, then in addition to his usual pay, he shall receive vacation pay in lieu of vacation.



E. Cashing in vacation time will be permitted at the discretion of the Township governing body and will be on an equal basis for all officers.

F. Vacation leave granted after December 31, 2011, may only be carried to the following year end (December 31, 2013, for example for leave granted January 1, 2012) and must be used by that year end or it will be forfeited.

**G. VACATION LEAVE AT RETIREMENT OR SEPARATION.**

Notwithstanding Section F, above, officers who have accumulated vacation leave as of December 31, 2011, shall have the right to use such vacation or retain such vacation leave until retirement or separation and be paid for such leave at their rate of pay as of their date of separation or retirement, provided they retain such amount of vacation leave until separation. Vacation leave granted after December 31, 2011 may only accumulate to the end of the subsequent year in which it is initially granted, as provided for in Section F, above. Any unused vacation which is accumulated pursuant to Section F, above, (not to exceed two year's allocation of vacation leave) shall also be paid to the officer at their hourly rate of pay at the time of separation.

H. For those assigned to a four/four schedule, vacation allowances shall be converted from days at eight (8) hours per day into a total number of hours and administered as hours within the four/four work schedule. There shall be no increase in the amount of permitted vacation as a result of the four/four work schedule.

**ARTICLE XXIII**

**HOLIDAYS**

A. Every police officer employed by the Township shall be entitled to thirteen (13) paid holidays as follows:

1. New Year's Day
2. M.L King Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Easter Sunday
7. Labor Day
8. General Election
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day
12. Columbus Day
13. President's Day

B. Any officer working a Holiday, whether scheduled or not scheduled, will receive regular salary plus an additional fourteen (14) hours pay if they normally work an eight (8) hour day or seventeen and one half hours pay if they normally work a ten (10) hour day at their regular rate. Any officer not scheduled to work the Holiday will receive regular pay plus eight (8) hours pay if they are assigned to an eight (8) hour scheduled or ten (10) hours pay if they assigned to a ten (10) hour schedule.

C. There shall be no pyramiding of overtime.

D. For those assigned to the Patrol Division, the holiday shall be observed for the 24 hour period of the actual holiday. For those assigned to Monday through Friday schedules, or four/three schedules if the holiday falls on a Saturday it shall be observed on the preceding Friday. If the holiday falls on a Sunday, it shall be observed on the succeeding Monday.

E. Officers called to work on a Holiday shall receive the same overtime compensation as those regularly scheduled to work on holidays. For example, if an officer is not regularly scheduled to work on a holiday, but is called to work, instead of being paid at the rate of 1.50 times the base hourly rate, the officer shall be paid at the rate of 2.25 times the base hourly rate for all hours worked.

F. If an employee is on-call, holidays which occur during said on-call period shall be credited on the actual day of the holiday and not the date on which the Township celebrates said holiday. For example, if Christmas falls on a Sunday and the officer is on-call, despite the fact that the Township is closed and celebrates the holiday on Monday, Sunday, December 25<sup>th</sup> would be deemed to be the on-call officer's holiday.

G. Effective and retroactive to January 1, 2001, payment for thirteen (13) holidays shall be included in each officer's regular pay.

## ARTICLE XXIV

### CLOTHING ALLOWANCE

A. An annual allowance of Seventeen Hundred and Fifty Dollars (\$1,750) shall be given to each officer for the purpose of:

1. Maintenance of clothing and equipment;
2. Maintenance of weapon;
3. Ammunition costs for training and practice with off-duty weapon; and
4. For carrying an off-duty weapon.

B. Such allowance shall be paid in full in the second pay period in January of each calendar year.

C. If an officer, while in the performance of his duty, destroys part of his uniform, the Township shall replace the item upon approval of the Director of Police.

D. Hardware items, such as weapons, holsters and belts, handcuffs and cases, night sticks, safety helmets, badges and mace, shall be purchased and supplied by the Township and replaced as necessary and/or if damaged in the line of duty.

E. Notwithstanding any of the provisions of this article, in the event a new type of

article of clothing or equipment becomes regular issue, then, if the use of the new equipment is initiated by the Township, the expense of the initial issue shall be borne by the Township and if the new type of equipment is initiated by the Association, then the expense of the initial issue shall be borne by each officer. The Township shall pay the initial cost for any additional uniform requirements resulting from a promotion to a higher rank.

F. The Township shall be obligated to reimburse a police officer for his personal property lost or damaged during the performance of his duty. Reimbursement shall be limited to a maximum of two hundred dollars (\$200.00) per item. Examples of such personal property are: wristwatch, glasses, etc. This limitation shall not apply to police equipment or uniform which, if lost or damaged during the performance of duty, shall be replaced or reimbursed in full.

## **ARTICLE XXV**

### **EDUCATION INCENTIVE**

A. Any officer who attends school for the purpose of obtaining police education or any degree in Police Science shall have the cost of books and tuition paid for in full by the Township. The tuition shall be unlimited per year and a prescribed program for college credits shall remain in effect. In order for an officer to be eligible for payment of tuition cost under this Article, a course of study must be submitted in advance for approval. Payment shall be made by the Township pursuant to the schedules established by the various colleges. It is understood that any officer who fails a course or withdraws without good cause must reimburse the Township for costs incurred for said course. The parties shall meet to determine time lines for application, approval and payment as required by each college so that this procedure shall not deprive the officer of the education opportunity. Payment to the officer should be processed by the Township immediately upon receipt of paperwork from the officer. This is in order to expedite the

payment process.

B. Any officer hired on or after January 1, 2008, shall be eligible for the cost of books and tuition paid for by the Township as prescribed in Paragraph A, only during the first 12 years of their employment with the Township. After twelve years of employment with the Township, the Township's obligation to pay such costs ends.

C. Any officer attending an approved Police Academy or other Police Academy or other Police Training School (technical), other than Basic Training School shall maintain his regular salary.

D. Any member of the Police Department required to attend a Police School or training facility other than college courses or basic Police Training will be reimbursed at the current IRS rate per mile both to and from such schooling within one (1) calendar month from the date of his submission of travel.

E. Each officer shall be entitled, as additional compensation, to \$20.00 per credit accumulated in an accredited school of higher learning (after High School). These monies shall be paid equally during the course of the calendar year by inclusion in the officer's normal salary payment. Such additional compensation shall not exceed, however, the sum of Two Thousand Five Hundred Dollars (\$2,500.00) for any calendar year, and shall be payable upon presentation to the Township Committee of a proper certification from the institution attended by said member setting forth the number of credits completed.

F. Any officer hired after December 31, 2011 will be ineligible for the tuition and book reimbursement provisions contained in this Article.

## ARTICLE XXVI

### COURT TIME

A. In the event an officer is required to appear in court outside of normal duty hours in a matter arising out of and in the course of his employment, he shall be paid one and one-half times his base hourly rate for all hours.

B. The officer shall be required to report to the municipal building for such duty in a reasonable amount of time prior to the reporting time set by the court to allow for travel. Return travel shall be similarly compensated, as in  A, above.

C. Officers shall promptly report the service of a subpoena, if served other than at the Department.

D. Overtime shall be paid for any appearance in a court or agency as defined in Section A above.

E. An officer shall be paid a minimum of 4.0 hours overtime at the time and one-half rate in the event the officer must report back to work for any court appearance. In addition, any officer called in to supervise the Municipal Court while Court is in session shall receive a minimum of 4.0 hours overtime.

F. The parties agree that the officer shall be reimbursed at the current IRS rate per mile when required to use their own vehicles for work-related transportation.

G. The foregoing provisions shall apply to any officer who has left the employ of the Township but is required to return to Court to appear in a matter arising out of and in the course of his employment.

## ARTICLE XXVII

### TEMPORARY LEAVES OF ABSENCE

A. Three (3) days' leave per incident shall be allowed for death of any member of the immediate family. Immediate members of the family are defined as spouse, father, mother, father-in-law, mother-in-law, brother, sister, child, and relatives of the officer residing in his household. For aunts, uncles, nephews, nieces, brothers and sisters-in-law, and daughters and sons-in-law, an Officer shall receive one (1) paid leave day per incident.

B. Forty (40) hours per year shall be allowed for personal reasons. Application shall be made to the Director of Police or his designee and granted except for good cause. Applicants for such leave shall not be required to state the reason for taking such leave under this section, except for the day preceding or following a holiday. All personal days not used by the end of the year may be carried over to the subsequent year as vacation.

C. SICK LEAVE.

1. Number of Days. Employees shall be guaranteed one hundred and twenty (120) hours per year.

2. Sick leave shall accumulate during each officer's tenure.

3. For Officers employed in the Police Department as of December 31, 2011: Each eligible officer shall also have the option, at any one time over each calendar year, to "sell back" to the Township at their then current rate of pay up to forty (40) hours of the accumulated unused sick leave recorded as of December 31, 2011, provided he or she will retain at least 210 hours of recorded sick leave as of December 31, 2011, after each such "sell back." Such "sell back" of sick leave will permanently reduce the amount of sick leave hours eligible

for payment under this paragraph, to the officer at retirement by the amount paid each year in this manner.

4. Sick Leave Incentive - Within two weeks after December 31<sup>st</sup> of each calendar year, each officer, no matter when hired, shall have the option of “selling back” to the Township and the Township shall be obligated to compensate the employee, at their hourly rate of pay for the prior year, for the number of unused sick leave hours in the prior year in accordance with the following formula. If in that prior year and limited to the new sick leave hours credited at the start of January 1<sup>st</sup> of that year, there remain the following sick leave hours available to the officer as of December 31, then the officer may opt to relinquish the unused sick leave hours and sell back such sick leave hours as follows:

<u>Remaining Sick Leave Hours</u>	<u>Eligible Hours to Sell Back</u>
80 hours	40 hours
72 hours	32 hours
64 hours	24 hours
56 hours	16 hours
48 hours	8 hours
Less than 48 hours	none

5. An Officer who calls off duty as sick may only be required to submit to a physical examination on one of three cases:

- a. where the officer has been out on sick leave for five consecutive days.
- b. where the officer seeks to return to duty following a work related injury, or
- c. where the Township has reason to believe that there has been an abuse of sick leave in accordance with Department of Personnel law.

It is the intent of the parties that the standards established by Department of Personnel



shall be used in this area.

6. An officer shall not be required to submit a doctor's report of an illness or injury at the officer's expense.

7. An officer sent to a Township doctor while off duty shall be paid overtime for the time spent traveling to and from and while at the doctor's office.

8. The Township may only require physical testing for drug use in cases where there exists probable cause to believe that there has been improper drug use. Application of this standard shall be in accordance with applicable court decisions, laws and New Jersey Attorney General Guidelines relating thereto.

9a. For officers hired after December 31, 2011: Upon separation due only to retirement officers shall be paid for their accumulated sick leave, calculated at three-fourths (3/4) of their current hourly rate as of their date of retirement, but such payment shall be capped at a maximum of \$15,000.00.

9b. For officers hired on or before December 31, 2011: Upon separation due only to retirement, an officer may be paid for their accumulated sick leave, calculated at three-fourths (3/4) of their current hourly rate as of their date of separation for retirement, but such payment shall normally be capped at a maximum payment of \$15,000.00. However, any officer who had accumulated sick leave hours as of December 31, 2011 which exceeded \$15,000.00 when calculated at  $\frac{3}{4}$  of their salary as of December 31, 2011, the officer shall be entitled to be paid the higher value of the additional unused remaining sick leave accumulated as of December 31, 2011, calculated at three-fourths (3/4) of their hourly rate as of their date of separation for retirement, but the officer shall not be entitled to any additional sick leave hours payment at retirement for sick leave hours earned after December 31, 2011.

## ARTICLE XXVIII

### GENERAL PROVISIONS

- A. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.
- B. This collective bargaining agreement shall be deemed to be a complete and final settlement of all issues outstanding between the parties.
- C. This Agreement shall be retroactive to January 1, 2012 except where otherwise expressly provided herein.
- D. This Agreement shall remain in effect until December 31, 2015.

## ARTICLE XXIX

### THE WORK SCHEDULE

- A. Unless otherwise provided herein, employees shall work a four/four schedule consisting of four (4) consecutive ten (10) hour days on-duty followed by four consecutive days off-duty. The shift hours shall be 0700 - 1700, 1300-2300, 1600 - 0200, 2130 - 0730. Except in a bona fide emergency, the SOA and affected officer(s) shall receive a minimum of seventy-two (72) hours written notice of all schedule changes.
- B. The elected officials of the S.O.A. shall not be transferred by the Employer from their present job assignments, except as necessary for the efficient operations of the Police Department. If a transfer is made for a bona fide managerial reason, when the need for the transfer has been met, the Employee shall be offered the option of returning to his/her original assignment.
- C. For the purpose of providing safe working conditions for employees, the Township agrees to maintain not less than two (2) supervisors working during any Court session.

D. Should it become necessary, due to the occurrence of a special community event to increase the manpower, in order to provide coverage for said event the following procedure shall be utilized:

1. The reason, date and time of the event, as well as the number of additional officers needed to cover said event, shall be posted in an attempt to secure volunteers to fill the necessary manpower slots. This posting shall be done at least two (2) weeks prior to the event. Those officers volunteering shall be compensated at the rate of one and one-half times in compensatory time only. Volunteers shall be utilized in order of seniority.

2. Should sufficient volunteers not be available forty eight (48) hours before the event, the Township shall immediately secure the needed manpower from the Department Special Event list in accordance with the present overtime call procedure. It is agreed that volunteers from the original posting will remain in slots for compensatory time only, and all of the remaining unfilled slots will be filled from the Department Special Event List. The Department Overtime and Special Event List shall be paid at a rate of time and one-half the regular rate of pay.

3. Should sufficient volunteers not be available, the Township may order officers in the inverse order of seniority to fill the necessary slots. However, those officers shall be compensated, at their option, at one and one-half times the regular rate of pay.

4. It is understood and agreed that no solicitation of volunteers by any superior officer shall take place. If solicited the officer so involved shall be compensated in accordance with Section B above.

5. Volunteers may be taken from any division. However, those employees ordered to work shall be ordered from the patrol division first. Once that pool of employees is

exhausted, then employees from other divisions may be ordered to work.

E. Shifts shall be selected once per annum and selection shall be based upon seniority. Shift selection by seniority shall prevail regardless of assignment within the department to include any bureaus or specialized units. Seniority rights should prevail if an individual is transferred between divisions, sections and units within the Police Department.

F. Non four/four personnel below the rank of Captain shall work a four/three schedule. This shall consist of four (4), ten (10) hour days on-duty followed by three (3) consecutive days off-duty. The days on-duty shall be scheduled from Monday to Friday with holidays and weekends off. Personnel assigned to the four/three schedule whose regularly scheduled day off falls on the holiday, (e.g., Tuesday through Friday personnel with Monday off and on a Monday holiday), shall receive ten (10) hours schedule adjustment time for each such day. The schedule adjustment time shall be used and applied consistent with the terms of this collective bargaining Agreement and past practice.

G. Non Four/four personnel above the rank of Lieutenant shall be assigned to a five/two schedule consisting of five (5), consecutive eight (8) hour days on duty followed by two (2) consecutive days off duty. The days scheduled on duty shall be Monday through Friday with holidays and weekends off duty.

H. All four/three personnel will work shifts that will be either 0700-1700 or 1400-2400. All five/two personnel shall work from 0800-1600 hours unless agreed upon by both the employee and the employer to deviate from those hours.

I. Except in an emergency, for all personnel in specific divisions, overtime arising from within their areas of assignment shall be assigned to those officers within that division.

J. Those officers assigned to the Narcotics/Anti-Crime Bureau may be required to

work a flexible schedule at the discretion of the Director. Overtime arising from this assignment shall be assigned to these officers.

K. In addition to the foregoing, the Director of Police shall have the authority to create temporary task forces. Assignment to such task forces shall be at the discretion of the Director. However, no such assignment shall last more than four (4) consecutive weeks in any six (6) month period. In addition any task force which is created in more than two consecutive years shall be converted to a special detail and overtime shall be assigned pursuant to this section. Such assignments shall also be consistent with an officer's schedule. For example, if an officer is working the four/four schedule, he/she shall remain on said schedule while assigned to such task forces.

L. In addition, the Director of Police shall have the authority to change the Detective, Juvenile, Traffic safety, and Narcotics Bureaus' shifts to the four/four schedule. The Director may not implement such change, however, without providing the Association with seventy-two (72) hours written notice prior to the intended implementation date.

M. All personnel not assigned to the four/four schedule shall be compensated as follows:

1. Thirteen (13) days of pay at eight (8) hours taken as the holidays fall, and
2. Nineteen (19) scheduled adjustment days given each year taken as comp days.

N. If an employee is previously granted a contractual day off and said employee is called to work an overtime call in assignments and, subsequently said employee accepts said overtime call in assignment, he/she shall be paid at the rate of one and one-half times the regular

rate of pay for all time worked.

O. Employees of the same rank may switch shifts with other employees of the same rank with respect to division assignments. This may be done either day for day or a full tour for a full tour.

P. The Township shall issue the yearly work schedule by December 15<sup>th</sup> of each year.

**ARTICLE XXX**

**NO WAIVER**

Except as otherwise provided in this Agreement, the failure to enforce any provision of the Agreement or otherwise exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

**ARTICLE XXXI**

**SIGNATURE PAGE**


IN WITNESS WHEREOF the parties have hereunto set their hands and seals this

24<sup>th</sup> day of APRIL, 2014.

FOR THE ASSOCIATION:

FOR THE TOWNSHIP:

  
\_\_\_\_\_  
Michael Brandt, President

  
\_\_\_\_\_  
Francis "Mac" Womack, III, Mayor

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\_\_\_\_\_

\_\_\_\_\_

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SCHEDULE A

	2011	1/1/12	1/1/13	1/1/14	1/1/15
CAPTAIN	\$131,352	\$133,651	\$135,990	\$138,031	\$140,100
LIEUTENANT	\$118,070	\$120,136	\$122,238	\$124,073	\$125,933
SERGEANT	\$106,130	\$107,987	\$109,877	\$111,526	\$113,198

## SCHEDULE B

The following vacation schedule shall remain in effect for the term of this Agreement.

<u>LENGTH OF SERVICE</u>	<u>VACATION ALLOWED</u>
Less than one (1) year	Eight hours of vacation for each completed month of service up to 96 hours.
One (1) year but less than Five (5) years	112 hours
Five (5) years but less than ten (10) years	136 hours
Ten (10) years but less than Sixteen years	152 hours
Sixteen (16) years but less than Nineteen (19) years	192 hours
Nineteen (19) years but less than Twenty-one (21) years	200 hours
Twenty-one (21) years but less than Twenty-three (23) years	208 hours
Twenty-three (23) years but less than twenty-five years	216 hours
Twenty-fifth year and thereafter	224 hours