

AGREEMENT

between

TOWNSHIP OF OLD BRIDGE

and

OLD BRIDGE CAPTAINS ASSOCIATION

Effective January 1, 2014 through December 31, 2016

TABLE OF CONTENTS

PREAMBLE..... 1

ARTICLE I Recognition..... 2

ARTICLE II Negotiation Procedure..... 3

ARTICLE III O.B.C.A. Rights and Privileges..... 4

ARTICLE IV Dues Check-Off and Representation Fee 6

ARTICLE V Salaries 10

ARTICLE VI Normal Work Week/Exempt Employee Status 11

ARTICLE VII Longevity 12

ARTICLE VIII Vacation..... 14

ARTICLE IX Holidays..... 15

ARTICLE X Sick and Bereavement Leave..... 16

ARTICLE XI Health and Disability..... 20

ARTICLE XII College Incentive Plan 25

ARTICLE XIII Leave of Absence 26

ARTICLE XIV Disciplinary Action 27

ARTICLE XV Employee Rights..... 28

ARTICLE XVI Management Rights 31

ARTICLE XVII Legal Aid 33

ARTICLE XVIII Non-Discrimination..... 34

ARTICLE XIX Outside Employment and Activities..... 35

ARTICLE XX Grievance Procedure..... 36

ARTICLE XXI Meal Allowance..... 39

ARTICLE XXII Rules and Regulations..... 40

ARTICLE XXIII Seniority..... 41

ARTICLE XXIV Personnel File 42

ARTICLE XXV Miscellaneous 43

ARTICLE XXVI Separation Agreement..... 46

ARTICLE XXVII Separability and Savings 47

ARTICLE XXVIII Fully Bargained Provisions..... 48

ARTICLE XXIX Duty Assignments 49

ARTICLE XXX Term Renewal..... 50

PREAMBLE

This Agreement is entered into this 29 day of June, 2015 between the Township of Old Bridge in the County of Middlesex, New Jersey, hereinafter called the "Township" and the Old Bridge Captains Association, hereinafter called the "O.B.C.A.," represents the complete and final understanding on all issues that were bargained between the Township and the O.B.C.A. This Agreement shall not deprive either party of any rights under current PERC statute.

ARTICLE I

Recognition

A. The Township hereby recognizes the Old Bridge Captains Association (O.B.C.A.), as the exclusive collective negotiations agent for all superior officers employed by the Township in the rank of Captain. The Chief of Police and all other employees are excluded from this unit.

B. The term “superior officer” and “superior” shall be defined to include all bargaining unit members in Section A. The plural as well as the singular are to include males and females.

ARTICLE II

Negotiation Procedure

A. The parties agree to enter collective negotiations over a successor agreement in accordance with Chapter 123, Public Employees Laws 1974 and any successor changes in the state law governing Public Employees of the State of New Jersey in a good effort to reach agreement.

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

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

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

ARTICLE III

O.B.C.A. Rights and Privileges

A. Information

1. The Council agrees to make available to the O.B.C.A. in response to reasonable requests from time to time all available information concerning the plans and operational programs of the Police Department and the financial resources available to the Council and Township, including but not limited to annual financial reports and audits, staffing plans, register of personnel, tentative budgetary requirements and allocations, agendas and minutes of all Council meetings, census data, individual and group health insurance premiums and experience figures, and other such information that shall assist the O.B.C.A. in developing intelligent, accurate, informed and constructive programs on behalf of the superior officers, together with any information which may be necessary for the O.B.C.A. to process any grievance or complaint.

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

B. Release Time

1. Whenever any representative of the O.B.C.A. or any other employee covered by this Agreement participates during the officer's working hours, in grievance proceedings, conferences with management, negotiations, and related litigation, initiated by the O.B.C.A. or the Township, he shall suffer no loss in pay or other contractual benefits to which he is entitled.

C. Use of Municipal Facilities

1. The O.B.C.A. and its members and representatives shall have the right to use the municipal facilities at all reasonable times for meetings with approval of the Mayor or his/her designee, provided those facilities are not in use or scheduled to be used.

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

D. O.B.C.A. Representatives

1. Accredited representatives of the O.B.C.A. 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 O.B.C.A. decides to have its representatives enter the Township facilities or premises, it will request such permission from the Business Administrator or his/her representatives and such permission will not be unreasonably withheld, provided there shall be no interference with the operations of the business of the Township government or the normal duties of employees.

2. Representatives may be appointed by the O.B.C.A. to represent the O.B.C.A. in grievances with the Township.

E. Exclusive Rights

The rights and privileges of the O.B.C.A. and its representatives as set forth in this Article shall be granted to the O.B.C.A. as the exclusive representative of all employees covered by this Agreement, solely.

ARTICLE IV

Dues Check-Off and Representation Fee

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

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

C. The O.B.C.A will provide the necessary "check-off authorization" form and deliver the signed forms to the Director of Finance.

D. Representation Fee

1. If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. The O.B.C.A. agrees to provide an Association grievance form to all non-Association members.

2. Amount of Fee.

a. Notification: Prior to the beginning of each membership year, the Association will notify the Business Administrator in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members

for that membership year. The representation fee to be paid by non-members will be equal to 85% of that total amount.

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, less the cost of benefits financed through the dues, fees, and assessments and available to or benefiting only its members. The representation fee has been set at 85% of the regular membership dues, initiation fees and assessments charged by the Association to its own members, solely because that is the maximum presently 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 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 a list of those employees who have not become members of the O.B.C.A. for the then current membership year. The Township will deduct from the salaries of each employee, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

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 receipt of the aforementioned non-member list by the Business Administrator, 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 the 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.

d. Mechanic: Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The Township will, however, indicate in those records transmitted to the Association which monies are from dues and which monies are receipts from the representation fee.

e. Changes: The Association will notify the Business Administrator 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 Administrator received such notification.

f. New Employees: On or about the last day of each month, beginning with the month 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.

4. Liability - The O.B.C.A. shall defend and save the Township harmless against any and all claims, demands, suits or other forms of liability 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 O.B.C.A. to the Township, or in reliance upon the official notification on the letterhead of the Association advising of changed deduction.

ARTICLE V

Salaries

A. Base salaries for this Agreement are as follows:

	2014	2015	2016
Step 1	\$118,767.46	\$121,142.80	\$121,142.80
Step 2	\$121,191.31	\$123,615.13	\$123,615.13
Step 3	\$123,615.13	\$126,087.43	\$126,087.43
Step 4	\$126,719.59	\$129,253.98	\$129,253.98

ARTICLE VI

Normal Work Week/Exempt Employee Status

The normal work week for all Captains will be Monday through Friday, with weekends and holidays as normal days off, each day being eight (8) hours in length and forty hours per week, however, other such days and ^{O.N. Hours RB} ~~times~~, including weekends and holidays, may be designated by the Chief of Police as needed. All members of the O.B.C.A. shall be considered exempt employees as defined by the Fair Labor Standards Act, and the Township Personnel Policy. As exempt employees member of the O.B.C.A. shall not be entitled to earn overtime or compensatory time, and shall not be compensated with overtime pay or compensatory time off.

EXCEPTION: If payment is received by the Township as reimbursement to the Township by an outside agency for a Captain responding to a scene (an example of this would be a haz-mat situation where insurance is required by law to reimburse the Township which includes salary and overtime for the Townships participation in the clean-up). Nothing in this section requires the Township to bill for Captain's overtime.

NOTE: When the Chief of Police determines that a Captain is required to work extra duty jobs the overtime rate shall be calculated based on a thirty-seven and a half (37 1/2) hour work week.

ARTICLE VII

Longevity

A. All employees hired prior to January 1, 2014 shall receive a longevity payment on the following basis:

5 years of service	2 1/2%
10 years of service	5%
15 years of service	7 1/2%
20 years of service	10%
24 years of service	12 1/2%
29 years of service	15%

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

1. Authorized leave of absence at employee's request from date of initial employment less time for leave of absence.

2. Resignation and subsequent rehiring

If a person resigns and is rehired within one (1) year of his resignation, he shall be allowed to work five (5) consecutive years and then have his time bridged back to his original hiring date and all benefits and longevity pay shall be forthcoming.

3. Military Service.

Employment shall be considered as uninterrupted except no credit shall be allowed for service in the Armed Forces.

4. Disciplinary Action - no credit shall be allowed for the amount of time lost due to a disciplinary action.

- C. Longevity shall be paid on a biweekly basis as part of the base pay.
- D. All employees hired on or after January 1, 2014 shall not be afforded longevity.

ARTICLE VIII

Vacation

- A. Captains receive twenty-five (25) vacation days.
- B. All employees shall be permitted to carry over ten (10) vacation days into the new year provided request to carry over is submitted by October 1st of current year, subject to approval of Chief or Business Administrator.

ARTICLE IX

Holidays

A. All employees will be paid for the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	General Election
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Memorial Day
Christmas Day	Primary Election
Independence Day	One (1) floating holiday
Day After Thanksgiving	

B. Holiday pay is to be part of employee's gross annual salary for pensions, and therefore subject to pension contributions.

ARTICLE X

Sick and Bereavement Leave

A. Sick Leave

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. 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 blood relative residing in the employee's household.

2. Each employee shall have ten (10) sick days per year. These ten (10) days shall be credited on January 1st of each year.

3. Any officer who is entitled to sick time and is sick for more than five (5) consecutive days shall be required to furnish his department head with a doctor's certificate stating the nature of the illness and the expected date of return to work.

4. Accrued Sick Leave-Annual Cash-In. Retirement or Death

a. Subject to ARTICLE XXVII, each full time employee who retires for reasons of physical disability, age, or length of service to the Township shall be entitled to collect upon retirement, payment in full, on a per diem basis, all accrued sick leave, subject to the limitations outlined in b, c, and d, below. In the case of an employee's death, said payment shall be made to the beneficiary as indicated on the police and firemen's retirement system forms, subject to the limitations outlined in b, c, and d, below. Sick time buy-out will take place over a minimum of three years after an employee retires unless otherwise agreed upon by the employee and the Township. The total amount to be paid to the retired employee will be divided into thirds and each third will be paid on an annual basis on or about January 15th or other such

date which is mutually agreed upon by the employee and the Township in the separation agreement.

b. Effective January 1, 1984, employee will be permitted to accrue no more than two hundred eighty (280) sick days (less any days sold back to the Township prior to the effective date of this agreement) for the purpose of payment under this section.

c. Any employee hired after January 1, 1984 shall be permitted to accrue no more than one hundred (100) days for the purposes of this section.

d. Any employee hired after July 1, 1994, shall be permitted to accrue sick leave for severance purposes as follows:

One (1) day's pay for every two (2) days accrued sick days with a maximum cash payment of fifteen thousand (\$15,000) dollars.

However, employees may continue to accrue sick time beyond the aforementioned figures for the purposes noted in Section 1 above.

5. In addition to the above listed limitations, employees promoted to the rank of Captain after July 1, 2004, shall be subject to the following additional limitations:

a. Any employee whose accumulated sick limit was reduced below the above listed limits shall continue to be subject to that reduced limitation.

6. In case of resignation, said employee shall be paid fifty percent (50%) of his accrued sick leave in accordance with the caps set forth in Section 4. a, b, c, or d, as applicable. If dismissed for just cause, said employee is entitled to a hearing before the Council, or a committee thereof, to determine whether there are any equitable reasons to justify payment for sick leave based on good cause.

7. The Chief of Police, or his designee, may verify the illness or injury of any employee. Such verification procedure may include a telephone call or visit to the employee's home.

8. The Chief of Police, or his designee, may require an employee to submit to a physical examination. Such examination is to be conducted at the Township's expense.

B. Bereavement Leave

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

a. Five (5) days bereavement leave shall be provided to each employee without deduction of pay for each occurrence of death in the employee's or the employee's spouse's immediate family. The five (5) days shall be work days.

b. The immediate family shall be defined as father, mother, stepfather, stepmother, brother, sister, stepbrother, stepsister, grandfather, grandmother, spouse, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse's grandparents, or any other relative within the household of the employee.

c. A working day is defined as any scheduled eight (8) hour tour of duty prescribed by the employee's work chart.

2. Death of a Relative or Spouse's Relative Outside the Immediate Family.

a. Three (3) days bereavement leave shall be granted in the event of the death of a relative or spouse's relative outside the immediate family as defined above. Sick leave may be used if additional time is required.

b. A relative outside the immediate family is defined as: aunt, uncle, niece, and nephew. One (1) day leave shall be granted in the event of a death of the employee's first cousin.

c. Such leave shall be granted up to and including the date of the funeral service. The employee's normally scheduled day off shall be included as bereavement leave in the event of a death of a relative outside the immediate family. Vacation time shall not be included as an off day.

ARTICLE XI

Health and Disability

A. Health Insurance

1. (a) All current employees, their spouses and children are entitled to retain their current health plan until November 1, 2015. It is understood and agreed that all employees shall be required to contribute toward the cost of coverage in accordance with and as required by the Laws of New Jersey, 2011, Chapter 78.

The current plan is as follows:

(1). Horizon BCBSNJ Blue Card PPO; a prescription plan covering one hundred percent (100%); a dental plan which covers eighty percent (80%) of Class A service with a maximum of two thousand five hundred dollars (\$2,500.00) and Class B services with a maximum of three thousand dollars (\$3,000.00) for orthodontia.

(2). Prescription program shall be modified to provide for \$12.00 co-pay for non-generic prescriptions and \$5.00 co-pay for generic prescriptions.

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

2. All employees who retire prior to November 1, 2015 shall maintain the same level of health coverage that they presently enjoy in retirement. Any employees who retire on or after November 1, 2015, shall be entitled to receive the same health and prescription benefits plan as the Township of Old Bridge provides to its active employees.

3. For any newly promoted employee to the position of Captain prior to November 1, 2015, the newly promoted Captain shall be afforded health and prescription benefits under the Advantage Modified EPO Plan upon their promotion. See the attached Exhibit 1. Prescription co-pays shall be as follows:

\$5.00 Generic

\$20.00 Brand Name

\$40.00 Non Preferred Brand

Mail Order-90 day supply = 1x above noted co-pays

* It is understood and agreed that all employees shall be required to contribute toward the cost of coverage in accordance with and as required by the Laws of New Jersey, 2011, Chapter 78.

4. Effective November 1, 2015, all employees, eligible spouses and children shall receive health and prescription benefits under the Advantage Modified EPO Plan. See the attached Exhibit 1. Prescription co-pays shall be as follows:

\$5.00 Generic

\$20.00 Brand Name

\$40.00 Non Preferred Brand

Mail Order-90 day supply = 1x above noted co-pays

* It is understood and agreed that all employees shall be required to contribute toward the cost of coverage in accordance with and as required by the Laws of New Jersey, 2011, Chapter 78.

5. An H.M.O. Dental Plan shall be made available at the employer's option as an alternative to the traditional dental plan.

6. Any employee who surrenders said coverage for 12 consecutive months shall receive the maximum cash payment permitted pursuant to State law. Said payment shall not be incorporated into the base pay, and shall not be pensionable. The employee must provide the Township with written notice of their intent prior to the commencement of the 12 month period. In order to qualify for this payment, the employee will be required to provide proof of other health insurance coverage. Surrender for the following year shall not be considered automatic. Conversely, every employee shall be considered as covered and shall be so covered unless and until such time as an employee shall affirmatively notify the Township to the contrary. Said

payment shall be made no later than January 30th of each year for which insurance is being surrendered. Each employee so opting shall notify the Township no later than November 1st of the year immediately preceding the affected year.

7. The Township shall have the right to select the insurance carrier or carriers to provide the aforementioned services and benefits provided that any new policy and plan is comparable to the policy and plan which was in existence at the effective date of this Agreement

8. No later than forty-five (45) days prior to the Township exercising the rights provided in Section A.8 above, the Township shall present to the O.B.C.A. designated representative, notice of the Township's intention to change carriers or self-insure, and furnish to the designated representative a copy of the proposed new policy or plan. No change shall be made by the Township sooner than forty-five (45) days after the aforementioned information has been furnished to the O.B.C.A.

9. All employees shall sign a coordination of health benefits agreement and update said agreement information each year. In the event that the employee's spouse is employed, or becomes employed, and where such employer offers and/or provides health benefits for which the spouse is or becomes eligible, and the spouse is not required to contribute to the premiums of those benefits, said spouse shall be required to obtain such coverage as their primary health insurance. Dependents shall be primary on the plan whose birth date of the employee or the spouse comes first in the calendar year. The Township shall maintain coverage provided in the section as a secondary insured. Any employee found in violation of this section shall be liable for any medical expenses which occur during the time frames of said violation.

B. Injury in the Performance of Duty

1. Any superior officer who is injured while acting in the performance of his duty shall receive full pay, less the workers' compensation temporary disability payments to which he is entitled such time as he is eligible for payments under the Police and Firemen's Retirement System of the State of New Jersey.

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

C. The Township shall provide all parties covered under this contract with an optical plan which shall cover the employee and his family. Such plan shall be equal to or better than the existing plan. The vision program shall be modified to provide for a \$200 per year family benefit.

D. Health Benefits-Death of Employee

1. In the event of the death of anyone covered under this contract, his or her health benefits shall be provided for their spouse and family for a period of two (2) years or less should the spouse remarry within the two (2) years time. In the event the spouse does not remarry, but has dependent children, the coverage will be provided until the dependent children reach the age of nineteen (19). In the event that dependent children are attending college, then the coverage shall be extended to age twenty-three (23).

2. In the event of the death of an employee covered under this Agreement, who dies as a result of injuries incurred in the line of duty, his or her health benefits shall be provided for their spouse until the spouse remarries or dies, whichever comes first. In the event the spouse does not remarry, dependent children shall be covered until they attain the age of

nineteen (19). In the event that dependent children are attending college, then the coverage shall be extended to age twenty-three (23).

E. The Township and the O.B.C.A. have agreed to the concept of an Employee Stress Assistance Program.

F. The Township shall pay all premiums for a fifty thousand dollar (\$50,000) term life insurance policy for each employee. Beneficiary to be determined by the employee.

ARTICLE XII

College Incentive Plan

Once an Associate's Degree has been obtained, the officer will receive as a permanent part of their base salary, the sum of one thousand dollars (\$1,000) per annum; and for a Bachelor's Degree, the sum of one thousand, five hundred dollars (\$1,500) per annum in *lieu* of the aforementioned lump sum payments. Any officer earning a Master's Degree shall receive five hundred dollars (\$500) in addition to the amount received above for a Bachelor's Degree.

ARTICLE XIII

Leave of Absence

A. A leave of absence without pay may be granted for good cause to any superior officer for a period of up to six (6) months. Maternity leaves are also included in this leave of absence. Such leave shall be granted at the sole discretion of the Business Administrator after recommendation from the Chief of Police. The leave may be extended for up to an additional six (6) months at the sole discretion of the Business Administrator after recommendation from the Chief of Police.

B. Leave provided hereunder shall not be arbitrarily or unreasonably denied.

C. A female officer who is pregnant and has been diagnosed by the Township physician as being disabled and unable to perform her regular assigned duties, shall have, at the option of the Chief; the opportunity to work on a "light duty" status. She shall have the opportunity to return to "light duty" following her delivery until such time as the Township physician certifies her ability to return to regular duty. In the event the officer's physician disagrees with the medical opinion of the Township physician, the matter shall be referred for resolution to a third doctor selected by the employee's physician and the Township physician. In the event the parties are unable to agree upon the selection of a third doctor, such doctor will be appointed by the County Medical Association. The fee of the third doctor, if required, shall be paid for by the Township.

ARTICLE XIV

Disciplinary Action

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation except for just cause, in accordance with State law, nor shall he be suspended without pay when no formal charges have been preferred for more than seven (7) days.

B. Written reprimand shall be grievable up to the Township Mayor. Any employee has the right to attach a written response to any written reprimand within seven (7) days of its receipt or final determination of the grievance adverse to the grievant.

C. Oral reprimands shall be grievable up to the Chief of Police.

D. Following one (1) years time, an employee may request of the Chief of Police that a written reprimand be removed from his personnel file and the record expunged. Approval of such request shall not be arbitrarily or capriciously denied.

ARTICLE XV

Employee Rights

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

1. The Township shall use its best efforts to conduct any interrogation of any employee when the employee is on duty.

2. The employee shall immediately be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the employee shall be so advised. All non-confidential information to apprise the employee of the allegations will be provided. If known that the employee is being interrogated as a witness only, he will be so informed at the initial contact.

3. The questioning shall be conducted for brief periods in length. Respite will be allowed. Time will be provided for personal necessities, meals, telephone rolls, and rest periods as are necessary.

4. The interrogation of the employee shall not be recorded without his knowledge.

5. The employee will not be subject to any offensive language, nor will he be threatened with transfers, dismissal, or any other disciplinary action. No promises of any nature will be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts.

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

7. In all cases and in every stage of the proceedings in the interest of maintaining the usual high morale of the force, the Township shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative(s) before being questioned concerning a violation of the rules, laws, and regulations which could result in a disciplinary action. During the interrogation of a member of the force, the member shall have a representative of the Association present plus legal counsel, if he so desires. A form shall be provided by the Police Department to all parties covered under this contract who are questioned or interrogated, and the O.B.C.A. member must sign and date this form if he decides not to have representation. This signed and dated form shall provide a waiver of representation for the O . B . C . A .

B. Rights and Protective Representation

Pursuant to Chapter 123, Public Laws 1975, the Council hereby agrees that every employee of the Township shall have the right freely to organize, join and support the O.B.C.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities exercising governmental powers under the laws of the State of New Jersey. The Council undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975, or other laws of New Jersey or Constitution of New Jersey of the United States; that it shall not discriminate against any employee with respect to wages, hours, or any terms and conditions of employment by means of his membership in the O.B.C.A. and its affiliates, his participation in any activities of the O.B.C.A. and

its affiliates, collective negotiations with the Council, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

C. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under New Jersey Statutes, the Constitutions of New Jersey and the United States, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

D. Required Meetings or Hearings

Whenever any employee is required to appear before any administrative officer or supervisor, Council or any Council member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that employee in his office, assignment, rank, employment, salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the O.B.C.A. or his designee present to advise him and represent him during such meeting or interview. Any suspension of a superior officer shall be with or without pay in accordance with Law.

ARTICLE XVI

Management Rights

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

1. The executive management and Administrative control of the Township government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulation as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Division after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of funds or under conditions where continuation of such work would be inefficient.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:14 et seq. or any other national, State, County or local laws or regulations.

D. It is agreed that no Section of this Article may constitute the basis of a grievance that may be submitted to arbitration.

ARTICLE XVII

Legal Aid

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

ARTICLE XVIII

Non-Discrimination

A. The Township and the O.B.C.A. agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, domicile, marital status, or political affiliation.

B. The Township and the O.B.C.A. agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the O.B.C.A. against any employee because of the employee's membership or non-membership or activity or non-activity in the O.B.C.A.

ARTICLE XIX

Outside Employment and Activities

A. Officers shall be entitled to engage in any lawful activity and obtain 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 in his position with the Township and must not constitute any conflict of interest.

C. Any officer planning to or engaging in any outside employment or activity during his 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 Chief of Police. The information provided to the Chief of Police shall include the outside officer's name and address, the employer's name and address, and the officer's work schedule.

ARTICLE XX

Grievance Procedure

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

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. Definition

With regard to employees, the term "grievance" used herein means an appeal by an individual or group of employees regarding the application or interpretation of this Agreement. Such grievance may be processed through the entire grievance procedure except as noted in Step Five below.

D. The following constitutes the sole and exclusive method for solving grievances between the parties covered by this Agreement:

Step One. Any grievance must be filed within thirty (30) days after the occurrence of application or interpretation of this Agreement which gives rise to any dispute. An earnest effort shall be made within three (3) working days after the filing of the grievance by the grieved employee and/or Association and his immediate supervisor for the purpose of resolving the matter informally.

Step Two. If no satisfactory agreement is reached within three (3) working days after Step One, then the grievance shall be reduced to writing and submitted through chain of command to the employee's Bureau Commander.

Step Three. If no satisfactory agreement is reached within five (5) working days after Step Two, then a conference will be arranged with the Chief of Police or his designee.

Step Four. Should no acceptable agreement be reached within five (5) working days after Step Three, then the matter shall be submitted to the Business Administrator or his/her designee, who shall have ten (10) working days to submit his/her decision.

Step Five.

a. The parties agree that the last step of the grievance arising out of the interpretation or application of Article XVI, Management Rights, Section A, subsections 2 and 4 shall be at the Mayor's level. Such grievance shall be submitted within ten (10) working days of the receipt of the Business Administrator's response, a meeting between the O.B.C.A. and the Mayor shall be scheduled within the ten (10) working days thereafter. Following the meeting the Mayor shall have ten (10) working days to submit the Mayor's decision in writing.

b. The parties agree, that in the event the last Step of the grievance is not satisfactorily resolved, either party may, within twenty (20) days request binding arbitration by serving said request upon the other. In that event, the parties, in accordance with the rules of the New Jersey Public Employment Relations Commission shall agree upon one arbitrator whose decision shall be binding.

- (1) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

- (2) The arbitrator shall decide only the single issue submitted to him unless parties by mutual consent agree to submit multiple issues to the same arbitrator.
- (3) The costs of the arbitrator shall be borne equally by the parties. Any other costs shall be borne by the party incurring same.

E. In the event management alleges a violation of the provisions of this contract, notice shall within thirty (30) days of the alleged violation be served upon the O.B.C.A. and the parties shall meet within ten (10) days to attempt to resolve the matter. In the event the matter is not satisfactorily resolved within fifteen (15) days of the first meeting, then either party, unless the time periods are mutually extended, may invoke the arbitration provisions set forth above.

F. Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself provided the O.B.C.A. is given notification of all correspondence, meetings and grievance answers, and provided representatives of the O.B.C.A. are given the opportunity to be present at all steps of the grievance procedure up to the last appropriate step as contained herein but excluding Step Five, b., arbitration.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered with the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE XXI

Meal Allowance

A meal allowance of ten dollars (\$10.00) per day will be provided to all officers who are required by the Township to attend school, when meals are not included in the registration fee or provided by the school. Any employee who attends a school which causes them to be away overnight will receive a meal allowance of thirty (\$30.00) dollars per day (receipts required).

ARTICLE XXII

Rules and Regulations

The O.B.C.A. may submit any input on revisions of the department rules and regulations to the promulgating authority in written format at any time during the life of the contract and in particular, after notice of intent to amend any portion, prior to the promulgation of any department rules. In addition, this provision shall not be deemed to be a waiver of any right of the O.B.C.A. to negotiations concerning terms and conditions of employment afforded by amendments to existing rules.

ARTICLE XXIII

Seniority

A. Seniority is defined as the accumulated unbroken length of service with the department computed from date of hire. An employee's length of service shall not be reduced by time, loss due to authorized leave of absence for a bona fide illness or injury certified by a physician for a period not to exceed one (1) year, and such certification shall be subject to review and approval by the Township physician, Seniority shall be lost and employment terminated by reason of discharge or resignation.

B. The principles of seniority shall apply to employees covered by this Agreement as to selection of vacation periods, and reductions in force. Seniority will be a consideration for work assignments providing the employee is qualified to perform such assignment.

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

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

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

ARTICLE XXIV

Personnel File

A. Derogatory Material

No derogatory material concerning a superior officer's conduct, service or character shall be placed in his personnel file unless the officer has been given an opportunity to review the material. The officer shall acknowledge that he has been given the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The officer shall also have the right within seven (7) calendar days of such opportunity to submit a written response to such material for attachment to the file copy.

B. Personnel File

Each superior officer shall have the right, upon request, to review the contents of his/her personnel file. Each officer shall be entitled to have representative(s) of the O.B.C.A. accompany him/her during such review.

ARTICLE XXV

Miscellaneous

A. Upon retirement from the Police Department, all parties covered under this Agreement shall receive all health benefits in effect at the time of retirement at a fifty percent (50%) cost to the Township. Upon completion of at least twenty (20) years in the pension system, the employee shall receive all health benefits in effect at a one hundred percent (100%) of the cost to the Township, or as prescribed by law. Employees covered under this Section will not be required to pay any deductible.

Upon retirement, all retirees shall sign a coordination of health benefits agreement. In the event that the retiree becomes re-employed in any capacity, where such employer provides health benefits for which the retiree is eligible and the retiree is not required to contribute to the cost of those benefits, said re-employed retiree shall be required to obtain such coverage as their primary insurance. The Township shall maintain the coverage outlined in a, b, and c. of ARTICLE XI, as a secondary insured.

Any employee found in violation of this section shall be liable for any medical expenses which occur during the time frames of said violation. Upon the presentation of proof of alternative health insurance coverage, any retiree shall have the option of surrendering coverage under the above-provided health insurance coverage. Any employee who surrenders said coverage for 12 consecutive months shall receive a cash payment equal to half of the Township's cost for the benefit during the month following the completion of the twelve (12) month period of surrendered coverage. The employee must provide the Township with written notice of their intent prior to the commencement of the twelve (12) month period. The present practice and level regarding said insurance for all employees who have retired prior to July 1, 1995, shall continue. Commencing with July 1, 1995, and thereafter, should any modifications in the insurance covered within Article

XI, Health and Disability, and Life Insurance affect bargaining unit members, then the same modifications shall apply to retirees. All employees who retire prior to November 1, 2015 shall maintain the same level of health coverage that they presently enjoy in retirement.

B. In the event of a reduction in rank due to a reduction in manpower for financial reasons, the men who have suffered the reduction in rank will be re-upgraded when the rank opens up again. This will be done on the basis of last man out, first man back. These parties who will be re-upgraded will not have to take any tests for re-upgrading; it will be automatic.

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

D. 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 the same work schedule as outlined in ARTICLE VI of this agreement.

E. Working Up in Rank

Working up in rank assignments shall be assigned by the Chief of Police. All employees required to perform the duties of their superior officer, will be compensated at the prevailing rate of that supervisory position.

F. Maintenance of Clothing

(A) All Officers shall be responsible for maintaining their uniforms and for the purchase of uniform components that become worn or torn for reasons that do not relate to damage that occurred during actions taken during the course of their assigned duties.

1. Notwithstanding the language in paragraph (A) costs of any mandated uniform changes required by the Chief of Police shall initially be borne by the Township.

2. Notwithstanding the language in paragraph (A) above Officers shall receive, at the Township's expense, additional uniform components whenever their uniforms are torn as a result of a documented result of the performance of their duties during the line of duty.

ARTICLE XXVI

Separation Agreement

Upon retirement, an employee entitled to receive payment for accrued time as set forth elsewhere in this agreement, shall receive such (3) equal payments (this time frame can be extended if mutually agreed to by both parties). The first of said payments shall be made on or before January 1st of the budget year following the year said employee retires. The second payment shall be made one year after the first payment and the third payment shall be made one year after the second payment. Prior to the employee's effective date of retirement, the employee and the Township shall execute a separation agreement setting forth the amount of the accrued benefits to be paid.

The following form will be used:

SEPARATION AGREEMENT

1. It is agreed between the Township of Old Bridge ("Township") and _____ that upon the effective date of retirement, _____ is entitled to receive sum of \$_____ as full payment for accrued vacation and compensatory time earned, which is payable by the Township in accordance with the terms and conditions of the collective bargaining agreement between the Township of Old Bridge and the Old Bridge Captains Association. The employee is entitled to receive the sum of _____, as payment for accumulated sick leave by way of _____ annual payments in the amount of \$____, with the first payment to be issued on or before the second pay period in _____.

(employee)

Township of Old Bridge

Attachment: Accumulated Time Breakdown

ARTICLE XXVII

Separability and Savings

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

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

ARTICLE XXVIII

Fully Bargained Provisions

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

B. However, there should be no unilateral changes in any negotiable terms and conditions of employment.

ARTICLE XXIX

Duty Assignments

A. Duty assignments and appointments remain the prerogative of the Chief of Police or other appropriate authority, which shall be in accordance with the controlling statutes. Further, in order to meet the needs of training and/or specialized abilities, duty assignments may need to be altered in order to meet the bona fide safety needs of the citizens of the Township.

ARTICLE XXX

Term Renewal

A. This Agreement shall be effective as of January 1, 2014 and shall be in effect to and including December 31, 2016. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective secretaries and/or clerks and their corporate seals to be placed hereon, in the Township of Old Bridge, New Jersey, on this 29th day of June, 2015.

**OLD BRIDGE CAPTAINS ASSOCIATION
FOP LODGE NO. 22**

By: [Signature] Dated: 6-29-15

By: [Signature] Dated: 6-29-15

By: Capt. Arthur Camillo Dated: 06/29/15

TOWNSHIP OF OLD BRIDGE

By: [Signature]

Dated: 6-29-15