

TOWNSHIP OF CARNEYS POINT

-and the-

CARNEYS POINT TOWNSHIP POLICE OFFICERS' ASSOCIATION
an affiliate of Old Oak Lodge No. 6
Fraternal Order of Police

CONTRACT

January 1, 2016, through December 31, 2019

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PREAMBLE

This Agreement is entered into by and between the Township of Carneys Point, hereinafter referred to as "Township," and the Carneys Point Township Police Officers' Association, an affiliate of Old Oak Lodge No. 6, Fraternal Order of Police, hereinafter referred to as "FOP."

ARTICLE I RECOGNITION

The Township hereby recognizes the FOP as the exclusive representative for the collective negotiations with respect to terms and conditions of employment of all patrolmen, corporals, sergeants, and detectives in the Carneys Point Township Police Department.

ARTICLE II EQUAL TREATMENT

The Township agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the workplace.

The Township and the FOP agree not to interfere with the rights of employees to become or not to become a member of the FOP and further that there shall be no discrimination or coercion against any employees because of union membership or non-membership.

ARTICLE III JUST CAUSE

No employee shall be disciplined, demoted, reprimanded, or discharged without just cause.

ARTICLE IV MAINTENANCE OF BENEFITS

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

**ARTICLE V
SALARY GUIDE FOR 2016**

Any person employed under this agreement shall be paid in accordance with the following salary guide as of January 1, 2016:

Academy Recruit

Throughout recruit training \$42,000.00

Probationary Officer

Up to 6 months of post-academy service \$45,555.04
6 months of post-academy service to non-probationary status \$48,979.95

Patrolman on Shift Work

| | | | |
|---------------------|-------------|---------------------|-------------|
| 1 year to 2 years | \$52,355.37 | 5+ years to 6 years | \$71,431.24 |
| 2+ years to 3 years | \$57,113.48 | 6+ years to 7 years | \$76,179.25 |
| 3+ years to 4 years | \$61,882.70 | 7+ years to 8 years | \$80,947.46 |
| 4+ years to 5 years | \$66,645.86 | 8+ years | \$86,998.37 |

Sergeant \$91,045.44

Any person employed under this agreement shall be paid in accordance with the following salary guide as of July 1, 2016:

Academy Recruit

Throughout recruit training \$42,000.00

Probationary Officer

Up to 6 months of post-academy service \$46,010.59
6 months of post-academy service to non-probationary status \$49,469.75

Patrolman on Shift Work

| | | | |
|---------------------|-------------|---------------------|-------------|
| 1 year to 2 years | \$52,878.92 | 5+ years to 6 years | \$72,145.55 |
| 2+ years to 3 years | \$57,684.61 | 6+ years to 7 years | \$76,941.04 |
| 3+ years to 4 years | \$62,501.53 | 7+ years to 8 years | \$81,756.93 |

| | | | |
|---------------------|-------------|----------|-------------|
| 4+ years to 5 years | \$67,312.32 | 8+ years | \$87,868.35 |
|---------------------|-------------|----------|-------------|

Sergeant \$91,955.89

Notwithstanding the aforesaid salary guide, any person first employed as a police officer in Carneys Point Township prior to January 1, 1997 shall be paid an annual salary at Step 8+ years.

**ARTICLE VI
SALARY GUIDE FOR 2017**

Any person employed under this Agreement shall be paid in accordance with the following salary guide as of January 1, 2017:

Academy Recruit

| | |
|------------------------------------|--------------------|
| <u>Throughout recruit training</u> | <u>\$42,000.00</u> |
|------------------------------------|--------------------|

Probationary Officer

| | |
|---|-------------|
| Up to 6 months of post-academy service | \$46,930.80 |
| 6 months of post-academy service to non-probationary status | \$50,459.15 |

Patrolman on Shift Work

| | | | |
|---------------------|-------------|---------------------|-------------|
| 1 year to 2 years | \$53,936.50 | 5+ years to 6 years | \$73,588.46 |
| 2+ years to 3 years | \$58,838.30 | 6+ years to 7 years | \$78,479.86 |
| 3+ years to 4 years | \$63,751.56 | 7+ years to 8 years | \$83,392.07 |
| 4+ years to 5 years | \$68,658.57 | 8+ years | \$89,625.72 |

Sergeant \$93,795.01

Notwithstanding the aforesaid salary guide, any person first employed as a police officer in Carneys Point Township prior to January 1, 1997 shall be paid an annual salary at Step 8+ years.

**ARTICLE VII
SALARY GUIDE FOR 2018**

Any person employed under this agreement shall be paid in accordance with the following salary guide as of January 1, 2018:

Academy Recruit

| | |
|------------------------------------|--------------------|
| <u>Throughout recruit training</u> | <u>\$42,000.00</u> |
|------------------------------------|--------------------|

Probationary Officer

| | |
|---|-------------|
| Up to 6 months of post-academy service | \$47,869.42 |
| 6 months of post-academy service to non-probationary status | \$51,468.33 |

Patrolmen on Shift Work

| | | | |
|---------------------|-------------|---------------------|-------------|
| 1 year to 2 years | \$55,015.23 | 5+ years to 6 years | \$75,060.23 |
| 2+ years to 3 years | \$60,015.07 | 6+ years to 7 years | \$80,049.46 |
| 3+ years to 4 years | \$65,026.59 | 7+ years to 8 years | \$85,059.91 |
| 4+ years to 5 years | \$70,031.74 | 8+ years | \$91,418.23 |

Sergeant \$95,670.91

Notwithstanding the aforesaid salary guide, any person first employed as a police officer in Carneys Point Township prior to January 1, 1997 shall be paid an annual salary at Step 8+ years.

**ARTICLE VIII
SALARY GUIDE FOR 2019**

Any person employed under this agreement shall be paid in accordance with the following salary guide as of January 1, 2019:

Academy Recruit

| | |
|------------------------------------|--------------------|
| <u>Throughout recruit training</u> | <u>\$42,000.00</u> |
|------------------------------------|--------------------|

Probationary Officer

| | |
|--|-------------|
| Up to 6 months of post-academy service | \$48,826.81 |
|--|-------------|

6 months of post-academy service to non-probationary status \$52,497.70

Patrolman on Shift Work

| | | | |
|---------------------|-------------|---------------------|-------------|
| 1 year to 2 years | \$56,115.53 | 5+ years to 6 years | \$76,561.43 |
| 2+ years to 3 years | \$61,215.37 | 6+ years to 7 years | \$81,650.45 |
| 3+ years to 4 years | \$66,327.12 | 7+ years to 8 years | \$86,761.11 |
| 4+ years to 5 years | \$71,432.37 | 8+ years | \$93,246.59 |

Sergeant \$97,584.33

Notwithstanding the aforesaid salary guide, any person first employed as a police officer in Carneys Point Township prior to January 1, 1997 shall be paid an annual salary at Step 8+ years.

**ARTICLE IX
CORPORAL STIPEND**

Effective January 1, 2000, an employee who is appointed to the rank of Corporal shall receive an annual stipend in the amount of \$1,000, which amount shall be paid in addition to the salary set forth in the previous Articles of this contract. During the absence of the shift Sergeant, the Corporal shall act as Sergeant. During the time that a Corporal acts as Sergeant, the Corporal shall receive no additional pay while acting as Sergeant. The Corporal stipend shall be paid in equal installments throughout the year as part of the employee's regular compensation.

**ARTICLE X
LONGEVITY BONUS**

The salary to which each employee is entitled pursuant to the previous Articles of this agreement shall be increased by a longevity bonus in order to encourage and reward continuous service. The longevity bonus shall be in an amount equal to two percent (2%) of the employee's base salary for every five (5) years of service, with a maximum longevity bonus not to exceed ten percent (10%) of such base salary regardless of years of service.

Officers hired after January 1, 2016 shall not receive longevity bonuses of any kind.

**ARTICLE XI
OVERTIME**

Any employee, except for an employee assigned to the investigations section, who is required to work in excess of twelve (12) hours in any tour of duty shall be entitled to overtime pay at a rate of one and one-half (1 ½) times the employee's regular pay.

Any employee assigned to the investigations section who is required to work in excess of eight (8) hours in any tour of duty or in excess of a forty (40) hour work week shall be entitled to overtime pay at the rate of one and one-half (1 ½) times the particular employee's regular pay.

Employees shall also be entitled to overtime as provided pursuant to the Fair Labor Standards Act (FLSA).

The opportunity to work overtime shall be equally available to all employees (excluding the investigations section), and, in furtherance thereof, there shall be, at all times, an "overtime sheet" posted and reasonably adhered to.

**ARTICLE XII
CALL-IN FOR EMPLOYEES ASSIGNED TO INVESTIGATIVE DUTY**

When an employee who is assigned to investigative duty is called in to work without receiving at least twenty-four (24) hours notice, the employee shall be paid for at least four (4) hours at his regular hourly rate, and, in addition thereto, the employee will receive time and one half (1 ½) for the hours actually worked. Notwithstanding the other provisions of this Article, an employee assigned to investigative duty shall not receive a second or subsequent call in benefit pursuant to this Article if the second or subsequent call occurs within twenty-four (24) hours of the first call in.

**ARTICLE XIII
CALL-IN FOR EMPLOYEES NOT ASSIGNED TO INVESTIGATIVE DUTY**

When an employee who is not assigned to investigative duty is called in to work without first receiving at least twenty-four (24) hours notice, the employee shall be paid for at least four (4) hours at his regular hourly rate, and in addition thereto, the employee will receive time and one half (1 ½) for the hours actually worked. An employee is entitled to the benefits of this Article if he is required to remain on duty for another full tour of duty at the completion of his regular shift.

**ARTICLE XIV
ON-CALL PAY (INVESTIGATORS' COMPENSATION)**

The Township will pay an annual stipend in the amount of \$700 to each officer who performs the position of Duty Investigator. To qualify for the stipend described in this Article, the officer must have been assigned to the Detective Division for not less than 85% of the calendar year in which the stipend is claimed.

**ARTICLE XV
CLOTHING ALLOWANCE**

Each non-uniformed officer permanently assigned to the investigation section of the Department shall receive a clothing allowance of four hundred fifty dollars (\$450) per year for the purchase of clothing. In the event, however, that the Chief of Police requires investigative personnel to dress for duty on a regular basis in business attire in lieu of Department-issued attire, said personnel shall receive a clothing allowance of six hundred fifty dollars (\$650) per year for the purchase of clothing. The allowance referred to herein shall not be paid unless the employee requesting the allowance provides the Township with a receipt evidencing that reimbursement is due.

In the event that an employee does not serve in the investigation section for an entire year, this allowance shall be prorated based upon the months or part of a month that the employee serves in the investigation section.

**ARTICLE XVI
TRAVELING EXPENSES**

Whenever an employee is required by his supervisor to travel outside the Township on official business, such employee shall be reimbursed for all reasonable travel expenses incurred by him in such travel. In order for any traveling expenses to be reimbursed to the employee, the employee shall be required to furnish itemized receipts for such expenses.

Whenever possible, the Township will provide an automobile for employee's travel. Whenever such automobile is not provided by the Township, the Township will pay the employee the federal national standard per mile for such travel.

**ARTICLE XVII
MEAL ALLOWANCE**

In the event that an employee, except for an employee assigned to the investigations section, is required to work in excess of twelve (12) hours in any one (1) day during an officially declared emergency, the Township shall provide one (1) hot meal per employee. Each hot meal shall have

a minimum value of \$4.00 per employee. In the alternative, the Township may pay each affected employee four dollars (\$4.00).

In the event that an employee assigned to the investigations section is required to work in excess of eight (8) hours in any one (1) day during an officially declared emergency, the Township shall provide one (1) hot meal per employee. Each hot meal shall have a minimum value of four dollars (\$4.00) per employee. In the alternative, the Township may pay each affected employee four dollars (\$4.00).

ARTICLE XVIII BUSINESS LEAVE

Each employee shall, regardless of shift, be entitled to thirty-two (32) business hours per year at no extra cost to the Township. Business hours may only be utilized at such times as approved by the Chief of Police.

ARTICLE XIX VACATIONS

Employees shall be entitled to an annual vacation allowance as follows:

| | |
|---|--------------------|
| After the completion of one year to the completion of 4 th years of service: | 96 hours per year |
| Starting with the 5 th year to the completion of the 8 th year: | 144 hours per year |
| Starting with the 9 th year to the completion of the 12 th year: | 192 hours per year |
| Starting with the 13 th year to the completion of the 20 th year: | 240 hours per year |
| Starting with the 21 st year of service: | 288 hours per year |

All vacation schedules shall be arranged between the shifts. Vacation dates shall be selected and posted no later than March 31st of each year. Any conflict in vacation scheduling shall be resolved by employee seniority and rank within each shift. Any changes in the vacation schedule shall be subject to the approval of the Chief of Police or his designee.

During such time as a Sergeant is on vacation, a Corporal shall be assigned to act as Sergeant. No additional compensation shall be paid to the Corporal as a result of said assignment. In the event that a Corporal is not available for assignment as acting Sergeant during the absence of a Sergeant, the senior patrol officer shall act as Sergeant for the shift. While acting in said capacity the senior patrol officer shall receive additional compensation at the Corporal's rate of pay.

Notwithstanding the earlier provisions of this Article, no person covered by this agreement shall

be required to reduce a vacation allowance which that employee has already earned under a predecessor agreement. Any vacation allowance to which an employee is entitled as of January 1, 2001 and which exceeds the allowance set forth herein shall continue in effect until the employee earns a greater benefit in accordance with the provisions of this Article.

In the event that the Township unilaterally reinstates an eight-hour workday for patrol officers, the vacation schedule in effect as of December 31, 1999 shall also be reinstated at that time.

Each employee shall be permitted to bank 48 hours of vacation per calendar year to be used within the next calendar year, and may buy back 48 hours of vacation with the approval of the Police Committee.

The vacation set forth herein in the terms of hours has been calculated by using a six-day week and an eight-hour day.

ARTICLE XX MEDICAL INSURANCE

The Township will maintain insurance coverage at levels of not less than those presently in effect. The Township will have the right to change insurance coverage, so long as the new coverage is substantially equal to or improved upon the benefits now provided. At no time will employees receive less coverage than that which is received by any other member of the Carneys Point Township Police Department. Employees will be required to contribute toward the cost of health benefits coverage in accordance with the provisions of P.L. 2011 c.78 and any other laws hereinafter enacted pertaining to the obligation of a public employee to contribute toward the cost of health benefits coverage.

B. Upon retirement after 25 years of service, the employee and his family, as the family exists at the time of retirement, will continue to receive health insurance coverage, dental coverage and medical prescription coverage. If an employee has attained 20 years of service or more as of June 28, 2011, the employee shall not be required to contribute to the cost of health insurance coverage. The employee shall apply for Medicare benefits upon attaining age 65 or when he is eligible to do so, whichever shall first occur at no cost to the employee and family. At that time, the health insurance benefits provided by Carneys Point Township shall continue in full force and effect, but shall provide secondary coverage. The spouse of an employee, who receives benefits pursuant to this paragraph upon retirement, shall also apply for Medicare benefits upon attaining age 65 or when the spouse is first eligible to do so, whichever shall first occur at no cost to the employee and family. Until such time as the spouse is eligible for Medicare, benefits provided by Carneys Point Township shall be primary. Once the spouse of the employee has enrolled in Medicare, the health insurance benefits provided by Carneys Point Township shall become secondary.

C. The Township will supply the employee with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties, in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney may be made by the employee, subject to the approval of the Township committee, which approval will not be

unreasonably withheld.

D. The employee will be entitled to a physical examination paid by the Township at least every three years. This examination is to be provided by a physician chosen by the Township. The findings of such an examination are to be released to the employee and the police committee. The employee is to take action to correct any problem which may be found.

E. The Township will provide family coverage for the employee's medical prescription expenses. The minimum coverage will be as provided in \$5.00 co-pay plan for generic prescriptions and \$25.00 co-pay plan for brand name.

ARTICLE XXI PRESCRIPTION PLAN

The Township shall provide family coverage for each employee's medical prescription expenses. The coverage provided pursuant to this Article shall be a five dollar (\$5.00) co-pay plan for generic prescriptions and a twenty-five dollar (\$25.00) co-pay plan for brand name prescriptions.

ARTICLE XXII LIFE INSURANCE

Life insurance of \$30,000.00 will be provided by the Township at no cost to each employee. There shall also be an option available to each employee for double-indemnity coverage. Any additional premium charges for the double-indemnity coverage are to be paid, however, by the employee electing such coverage. Any such employee electing double-indemnity coverage may authorize a direct payroll deduction for all applicable double-indemnity premium charges.

ARTICLE XXIII DENTAL PLAN

The Township will provide and pay for the premiums for dental insurance for the employee and his eligible dependents. The coverage will be based on the usual, customary, and reasonable-fee concept; however, in no event will the insurers be required to pay more than one thousand five hundred dollars (\$1,500.00) per eligible patient in any one calendar year. Basic benefits will include one hundred percent (100%) of the cost for covered preventive and diagnostic services, eighty percent (80%) of the cost of covered remaining basic services, fifty percent (50%) for covered orthodontic services with separate case maximum of one thousand dollars (\$1,000.00). The remaining twenty percent (20%) of the cost for basic services and fifty percent (50%) of the cost of prosthodontics benefits will be assumed by the employee.

**ARTICLE XXIV
EYE AND EAR EXAMINATION**

Each employee shall be entitled to an annual reimbursement, not to exceed two hundred (\$200.00) dollars, which stipend may be utilized for eye examination, ear examination, prescribed eyeglasses, and ear (hearing) devices. The reimbursement referred to herein shall not be paid unless the employee requesting reimbursement provides the Township with a receipt evidencing that reimbursement is due.

**ARTICLE XXV
DISABILITY WAGES**

In the event an employee becomes ill, injured or disabled while in good standing and said illness, injury or disability is not covered by other employment or business ventures, he shall be granted a leave of absence with full pay for a period not to exceed one (1) year during the term of said illness, injury or disability, the Township may require a physician of its choice to provide a medical statement certifying such illness, injury or disability.

**ARTICLE XXVI
UNION DUES**

The Township hereby agrees to deduct union dues from the wages of each employee who is a member of the Carneys Point Township Police Officers Association upon being presented with a certified list of the employees from whom such dues should be deducted. Said deductions shall be in accordance with N.J.S.A. 34:13A-5.5.

The Township further agrees to deduct an amount equal to fifty percent (50%) of a member's union dues from the wages of each officer who is not a member of the Carneys Point Township Police Officers Association upon being presented with a certified list of such nonmembers. Said deduction shall be in accordance with N.J.S.A. 34:13A-5.5.

**ARTICLE XXVII
HIGHER-RANKING CAPACITY**

During the absence of a shift sergeant, a corporal shall act as sergeant without receiving any additional compensation. In the event that a patrol officer is required to act in a higher-ranking capacity, the patrol officer shall be paid additional compensation which is commensurate with the compensation received by a corporal effective January 1, 2001. Said compensation shall be paid for each day that the patrol officer acts in a higher ranking capacity.

**ARTICLE XXVIII
EDUCATION BENEFITS**

Employee attendance of law enforcement related schools and classes will be encouraged by the Township; however, manpower requirements shall determine attendance and scheduling.

The Township shall budget and make available to all employees of the bargaining unit an annual pool of \$10,000 for tuition reimbursement for law-related courses of study. Any employee may avail himself of all or a portion of this annual \$10,000 tuition-reimbursement pool. In the event that more than one officer wishes to avail himself of this benefit in the same calendar year, the annual amount provided for under this article shall be allocated between those officers on a pro-rata basis, as described in the example below.

EXAMPLE:

Joe, Frank, and Mike each take college courses in 2016. Joe's course costs \$5,000, Frank's course costs \$4,000, and Mike's course costs \$2,000—totaling \$11,000.

In 2017, Joe, Frank, and Mike submit reimbursement requests for their successful completion of their respective 2016 coursework.

Joe is entitled to receive 5/11ths of the \$10,000 annual tuition-reimbursement pool, Frank is entitled to receive 4/11ths of the aforementioned \$10,000 total, and Mike is entitled to receive 2/11ths of the \$10,000 total.

Reimbursement for all coursework under this article shall be repaid to the Township upon the employee's voluntary severance of employment with the Township within 24 months of receipt of the employee's most recently reimbursed course. Repayment hereunder shall not be required upon the employee's death, disability, or retirement (service, special, accidental, ordinary, involuntary, etc.).

In no event shall the employer be required to pay or reimburse any employee for expenses of any class, course, or school unrelated to police activities.

**ARTICLE XXIX
HOLIDAYS**

All full-time employees shall be entitled to the following listed paid holidays, compensation for which has been added to their base pay. All employees shall receive the same holiday compensation regardless of whether they were scheduled to work on said holiday or not.

Two (2) additional personal holidays shall be taken at no extra cost to the Township and may be granted only at the discretion of the Chief of Police. Personal holidays must be requested in

writing at least seven (7) days prior to the date of the personal holiday.

The following schedule of holidays is agreed upon for all full-time employees:

- | | |
|--------------------------|-------------------------------|
| 1) New Year's Day | 2) Columbus Day |
| 3) Washington's Birthday | 4) Veterans Day |
| 5) Good Friday | 6) Thanksgiving Day |
| 7) Memorial Day | 8) Christmas Eve day |
| 9) Independence Day | 10) Christmas day |
| 11) Labor Day | 12) Two (2) Personal holidays |

**ARTICLE XXX
PHYSICAL EXAMINATION**

Each year four (4) officers, beginning with the oldest in service, will be required to have a complete physical examination by a doctor chosen by the Township Committee, with said physical examination to be paid for by the Township. The finding of such examination are to be released to the Police Committee, and action shall be taken by the officer to correct any problems noted.

**ARTICLE XXXI
FUNERAL LEAVE**

Employees shall be granted special leave, without loss of pay, for the death in the employee's household or for the death of a parent, grandparent, sister, brother, parent-in-law, daughter-in-law, son-in-law, regardless of said relative's residence.

Such special leave will be granted from the date of death until the first tour of duty following interment.

Employees shall be granted special leave, without loss of pay, for a period of one (1) day due to the death of any relative not specified in this article.

Notwithstanding any other provision of this article, special Funeral leave, without loss of pay shall be granted for a period of seven (7) days due to the death of a spouse, provided that such spouse will leave surviving a minor child or children; such leave will be for a period of seven (7) days.

Notwithstanding any provisions of this article, special funeral leave, without loss of pay, shall be granted for a period of seven (7) days, due to the death of any employee's son or daughter.

**ARTICLE XXXII
POLICE LODGE ACTIVITIES**

Any police officer who holds an elective office in an active police lodge (e.g., F.O.P., P.B.A.) shall be given time off from regular duty to attend monthly meetings.

**ARTICLE XXXIII
SUSPENSION**

No employee shall be suspended without pay when charged with any departmental or disorderly persons offense without a hearing through the Chief of Police and Employee Grievance Committee.

**ARTICLE XXXIV
GRIEVANCE PROCEDURE**

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to questions which may arise affecting the terms and conditions of employment. 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. A grievance is defined as any question or dispute between the Township and the FOP arising over (1) the interpretation, application or alleged violation of the terms of this Agreement or (2) any controversy arising out of policies, discipline, or administrative decisions affecting the terms and conditions of employment including the disciplining of any employee without good and just cause. A grievance may be raised only by the FOP. For purposes of this Article, a "working day" is any day which is not a Saturday, Sunday, or a State or federal holiday.

B. Employee grievances shall be filed in accordance with the following procedures:

Step One (Chief of Police)

Any grievance must be presented in writing by the FOP to the Chief of Police within (15) working days after knowing the event or events upon which the claim is based, or else such grievance is deemed waived. The Chief shall have (15) working days to render a written decision setting forth the reasons for that decision. If the FOP does not concur with the Chief's decision, the matter shall be forwarded by the FOP to the Township Committee within (15) working days.

Step Two (Township Committee)

The Township Committee shall conduct a hearing no later than (15) working days from the receipt of the matter unless the parties agree to conduct the hearing at a later date. Prior written notification for the hearing shall be given to all interested

parties. Present for the hearing shall be the immediate supervisor, the Chief of Police, and the FOP's representative(s). The Township Committee shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Township Committee is not able to obtain an amicable settlement at that time, it shall within (15) working days render a written decision setting forth its reasons therein and serve that decision upon the Chief of Police and the FOP via any reasonable method, as well as upon the FOP's lawyer by either facsimile or certified mail.

Step Three (Binding Arbitration)

If the FOP does not concur with the Township Committee's decision, it may, within (20) working days of receipt of the decision, submit a request for binding arbitration. The arbitration proceeding shall be conducted by the New Jersey Public Employment Relations Commission ("PERC") and in accordance with their rules and regulations. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case or defense. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him by the parties or by judicial notice. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States and decisions of the Courts of the State of New Jersey and the United States, where applicable. The arbitrator shall not add to, modify, detract from, or alter in any way the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and the reasons for his decision.

C. If an amicable settlement of the dispute is reached upon mutual agreement of the parties in any of the above steps, it shall be reduced to writing and signed by the respective parties. Any of the time limits contained in this article may be extended by mutual written agreement.

If the Township fails to respond in a timely manner in any step of the grievance procedure, the grievance is automatically resolved in favor of the grievant. If, at any step, the grievant fails to act according to the requirements of this article, the grievance shall be considered abandoned.

An aggrieved member and bargaining unit representative and a reasonable number of witnesses shall be granted reasonable time during working hours to process grievances in accordance with this section without loss of pay or leave time.

ARTICLE XXXV ALCOHOL AND CONTROLLED-SUBSTANCE TESTING

Any employee covered under the terms of this contract shall be required to submit to random alcohol and controlled substance testing during the employee's regular tour of duty. The names of employees subject to random testing shall be selected by the Chief of Police in the presence of the

Association President and /or the Association Vice President. It shall not be necessary for the Chief to exhibit reasonable individualize suspicion before requiring an employee to submit to such testing. In no event shall the provision of this Article prevent the testing of an employee at any time upon the finding of reasonable individualized suspicion.

ARTICLE XXXVI TWELVE-HOUR SHIFTS

All employees covered by the terms of this agreement, except those assigned to the Investigations Section, shall be scheduled to work twelve (12) hour shifts. Each employee assigned to a twelve (12) hour shift obligation shall be entitled to twelve (12) hours each calendar month as administrative time. The administrative time to which an employee is entitled pursuant to this Article shall be available to the employee at the beginning of a calendar year. The administrative time shall be scheduled by the Chief of Police, or his designee, so that the annual allotment of administrative time to which an employee is entitled is utilized within a calendar year. If staffing levels prevent an employee from using administrative time within a calendar year, the administrative time may be carried over and used thereafter as soon as possible. In no event shall the carrying over of administrative time add any additional costs to the Township. The provisions of this Article, which allows administrative time, have been granted in full and complete satisfaction of any claim which any unit member may have to overtime hours scheduled for regular patrol officer under Article XI of this or any predecessor Contract.

Employees covered under this agreement shall be given 72 hours' notice prior to a change in shifts.

ARTICLE XXXVII TERMS AND CONDITIONS

Except as hereinafter provided, the terms and conditions of this agreement shall continue in full force and effect from year to year and thereafter until a new contract is signed. Notwithstanding the aforesaid provision, any article or articles of this contract may be reopened at the request of either party in the event that Carneys Point Township assumes responsibility for the provision of law enforcement services to Penns Grove Borough.

ARTICLE XXXVIII SEVERABILITY

Should any provision of this agreement be held unlawful or unenforceable by any court of competent jurisdiction, such provision shall be deemed in operative once all appeals have been exhausted. Any served provision of this agreement shall be subject to immediate renegotiation by


the parties to the end of ensuring that such provisions are valid within the framework of the law. Only those provisions in dispute shall be affected. All other terms and provisions of this agreement shall remain unaffected.

**ARTICLE XXXIX
DURATION AND NEGOTIATION**

This collective negotiations agreement shall be effective from January 1, 2016 through December 31, 2019, *nunc pro tunc*. Negotiations for a successor agreement shall commence at least 120 days prior to the day on which the parties' collective negotiations agreement expires, in accordance with N.J.S.A. 34:13A-16(a)(1) and N.J.A.C. 19:16-2.1(a).

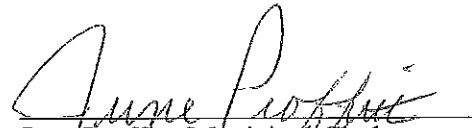
IN WITNESS WHEREOF, the Township and the FOP have caused their duly-authorized officers to execute this contract this 30th day of December, 2015.

FOR THE TOWNSHIP OF
CARNEYS POINT:



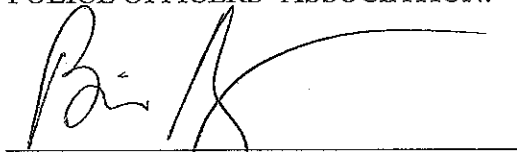
G. Richard Gatani, Mayor

ATTEST:



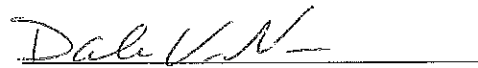
June Proffitt, Municipal Clerk

FOR THE CARNEYS POINT TOWNSHIP
POLICE OFFICERS' ASSOCIATION:



Brian Hogan, President

ATTEST:



Dale VanNamee, Vice President