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AGREEMENT

between

TOWNSHIP OF NORTH BRUNSWICK *Township*

and

NORTH BRUNSWICK POLICEMEN'S

BENEVOLENT ASSOCIATION

LOCAL #160

January 1, 1979 - December 31, 1981

Grotta, Glassman & Hoffman
11 Commerce Street
Newark, New Jersey 07102

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Labor Relations

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1/14/81

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PREAMBLE

This Agreement made this *1st* day of *Feb.*
198*0*, by and between the Township of North Brunswick
(hereinafter referred to as the "Employer") and the North
Brunswick Policemen's Benevolent Association Local #160
(hereinafter referred to as the "Employee").

ARTICLE I. RECOGNITION

1. The Employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, and other terms and conditions of employment for an appropriate negotiation unit established in accordance with N.J.S.A. 34A-5.3 as supplemented and amended.

2. Included in the negotiating unit shall be those police officer employees of the Township within the Police Department whose job titles are Captain, Lieutenant, Sergeant, and Patrolman, whether or not assigned to any specialized bureau.

3. Excluded from the bargaining unit are the following positions: Chief and Deputy Chief.

4. The Employer reserves the right to seek clarification of the Bargaining Unit for subsequent contract years.

ARTICLE II - NON-DISCRIMINATION

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

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ARTICLE III - MUTUAL AID

Employees, while rendering aid to another community at the direction of their superiors, shall be fully covered by workmen's compensation and liability insurance and pension as provided by State Law.

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ARTICLE IV - COLLECTIVE BARGAINING PROCEDURE

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

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

ARTICLE V. SAVINGS CLAUSE

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

ARTICLE VI - DUES CHECKOFF

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

2. The PBA shall hold the Town harmless from any and all claims concerning such deductions after the Town has fulfilled its obligation in Section 1.

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ARTICLE VII - EMPLOYER RIGHTS

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

- a. To direct Employees of the North Brunswick Police Department
- b. To hire, promote, transfer, demote, discharge or take other disciplinary action against Employees
- c. To relieve Employees from duty because of lack of work or for other legitimate reasons
- d. To maintain efficiency of the municipal operations entrusted to them
- e. To determine the methods, means and personnel by which such operations are to be conducted
- f. To take whatever actions may be necessary to carry out the mission of the municipality in situations of emergency

2. No lockout of Employees shall be instituted by the municipal Employer during the terms of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in,

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ARTICLE VII Continued

encourage, sanction, support, or suggest any strikes, work stoppages, slowdowns, mass resignations, mass absenteeism or any other similar actions which would involve suspension of, or interference with the normal work of the municipality.

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

ARTICLE VIII - FEDERAL OR STATE LAW

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

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ARTICLE IX - ASSOCIATION BUSINESS

1. The Employer shall grant time off without loss of pay to the PBA State Delegate to attend monthly State and County meetings which require attendance if he is scheduled for duty during the times of such meetings.

2. The PBA President shall be granted time off without loss of pay to attend meetings at mutually agreed times with the Employer's representatives and shall be granted similar time off to conduct Association business as per past practice. The Township or the Chief shall not deny a reasonable request of the PBA President for such time off.

3. If scheduled for duty, the elected officers of the PBA, not to exceed two (2) in number, shall be excused from duty to attend monthly meetings of the Local within Township limits. The PBA recognizes the right of the Employer to recall the officers to duty in case of emergency.

4. a) The Employer agrees to grant the necessary time off without loss of pay, including reasonable travel time to the members of the Association selected as Delegates to attend any State or National Convention of the New Jersey State Policemens Benevolent Association as provided under N.J.S.A. 11:26C-4, but not more than three (3) including the Delegate and

ARTICLE IX - ASSOCIATION BUSINESS (continued)

two (2) alternates.

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

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

ARTICLE X - DISCHARGE OR SUSPENSION

1. No employe shall be discharged or disciplined without just cause, except those employees who have probationary status.

2. Probationary employees may be discharged without cause during the first six (6) months of employment.



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ARTICLE XI
EMPLOYEE RIGHTS

Section 1: The Employee shall have the right at all times to refuse to take a polygraph or other lie detector tests.

Section 2: The Employer shall render decisions within one month after the close of a disciplinary hearing concerning an Employee. If a decision is not rendered within the aforesaid time period, the decision shall be deemed to have been made in favor of the Employee against whom the charge or charges have been brought. This Section shall be prospective in application only and shall not apply to charges brought prior to the execution of this contract, but shall only apply to charges brought after date of execution.

Section 3: Whenever a law enforcement officer is under investigation for an event which could lead to disciplinary action, demotion, loss of pay or dismissal, the investigation or interrogation shall be conducted under the following conditions:

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

b. The interrogation shall take place at headquarters unless

EMPLOYEE RIGHTS CONTINUED

otherwise waived by the police officer.

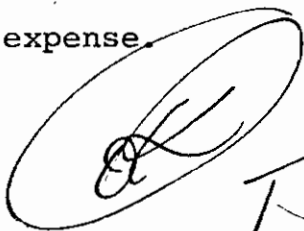
c. The police officer shall be informed of the name, rank and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under investigation shall be asked by and through one interrogator.

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

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

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

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


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EMPLOYEE RIGHTS CONTINUED

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

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

4. In the event an Officer is to be subjected to a Hearing on Disciplinary Charges, such hearings shall be open to the public unless the Officer requests otherwise, subject to the Provisions of Applicable Law.

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

ARTICLE XII - IN-SERVICE TRAINING

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

2. Attendance at the Police Training Academy for recruits shall not entitle an officer to overtime payment.

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

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

ARTICLE XIII - BULLETIN BOARD

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

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

E. M. R. E.

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[Handwritten initials]


ARTICLE XIV - POLICE DEPARTMENT SAFETY

1. There shall, at least every three (3) months, be a meeting between the parties to discuss matters of safety and equipment of concern to both parties.

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

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

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

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ARTICLE XV. OUTSIDE EMPLOYMENT

1. Officers may engage in other employment during off duty hours providing such occupation is not in violation of federal, state or local law and providing such employment is not a conflict of interest with his primary employment as a police officer.

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

ARTICLE XVI - PERSONNEL FILE

1. There shall be a personnel file consisting of all personal data concerning the Employee.

2. The Employee shall have the right to examine said file during normal business hours in the presence of the Chief or his designee.

3. The officer may have inserted in his file his written rebuttal or comments on any material contained therein.

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

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

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

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ARTICLE XVII. GRIEVANCE PROCEDURE

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

2. A grievance shall be defined to mean a complaint concerning the application of this Agreement or administrative policies or decisions effecting employees.

3. The following constitutes the sole and exclusive procedure for the settlement of any matter constituting a grievance and shall be followed in its entirety unless waived in writing by the parties.

STEP ONE:

An employee with a grievance shall, within fifteen (15) working days of the occurrence or event giving rise to the grievance, informally discuss the matter with the Division Commander.

The Division Commander shall have three (3) working days to respond or resolve the grievance.

STEP TWO:

In the event the grievance is not resolved at Step One, the grievant shall have seven (7) working days from the completion of Step One within which to appeal the matter in writing to the Chief of Police.

The Chief shall have seven (7) working days to respond in writing to the grievance, from the date of receipt of same.

STEP THREE:

In the event the grievance is not resolved at Step Two, the PBA and only the PBA may appeal in writing to the Mayor and Council by filing a copy of the grievance with the Town Clerk within fifteen (15) working days of the Chief's response at Step Two.

The Mayor and Council or the Police Commissioner as their designee, shall have fifteen (15) working days to respond from the receipt of the grievance at this Step.

STEP FOUR:

In the event the grievance is unresolved at Step Three, then the PBA and only the PBA may appeal the matter to arbitration, no later than fifteen (15) working days after the response of the Mayor and Council or Police Commissioner.

The arbitrator shall be selected in accordance with the rules of the New Jersey State Board of Mediation.

The expense of the arbitrator shall be borne equally by both parties, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for its presentation.

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

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

c) The PBA shall have the right to designate one (1) representative who shall have the right to attend and represent the grievant and/or PBA at any meetings during any Step of the Procedure without loss of pay.

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

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

f) The PBA shall have the right to file grievances directly with the Chief at Step Two without the necessity of processing the grievance through Step One.

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

h) PBA Representatives (Grievance Representative(s))

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

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

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

ARTICLE XVIII HEALTH AND LIFE INSURANCE BENEFITS

Health Insurance

All present medical programs will be continued in effect for the duration of this Agreement including Blue Cross and Blue Shield major medical or Rutgers Community Health Plan and New Jersey Blue Cross prescription program (\$1.00 deductible fixed copayment program) with the present prevailing fee coverage and the Township shall pay for same.

Life Insurance

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

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ARTICLE XIX. COMPENSATION

1. The salary schedule for the officers covered by this Agreement for the calendar years 1979, 1980 and 1981, shall be as set forth in the attached Schedule A.

2. For the purpose of computing annual salary increments, either January 1 or July 1 shall be used as the anniversary date. The choice of either January 1 or July 1 as the anniversary date will be determined by which of the above two dates is closest to the actual date of employment.

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ARTICLE XX. LONGEVITY

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

At the beginning of:	<u>Percent of Base salary</u>
5th year of service	2.5%
6th year of service	3.0
7th year of service	3.5
8th year of service	4.0
9th year of service	4.5
10th year of service	5.0
11th year of service	5.5
12th year of service	6.0
13th year of service	6.5
14th year of service	7.0
15th year of service	7.5
16th year of service	8.0
17th year of service	8.5
18th year of service	9.0
19th year of service	9.5
20th year of service	10.0

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ARTICLE XXI. OVERTIME

1. Any man working over eight (8) hours during a consecutive 24 hour period commencing with the start of his shift will be compensated at time and one-half pay on the individual's hourly rate at the time.

2. Any man called for duty other than his regular shift shall receive time and one-half based on his hourly rate.

3. Any man working in excess of 65 days in any calendar quarter will receive 1-1/2 times his hourly rate for such days worked.

4. For every 40 hours that a man is required to be on call he will receive an additional (1) day's pay in addition to his regular pay or any over time. The need for an officer to be on call shall be in writing and at the discretion of the department head or his designee.

ARTICLE XXII. VACATIONS

1. Earned Vacations: Officers shall be entitled to vacations based upon the length of time employed as hereinafter provided:

(a) One working day's vacation for each calendar month of service from the date of his regular employment up to and including December 31 following such date of employment.

(b) Fourteen (14) working days vacation for each succeeding calendar year up to and including five (5) years of service.

(c) Seventeen (17) working days vacation for each succeeding calendar year after five (5) years of service up to and including ten (10) years of service.

(d) Nineteen (19) working days vacation for each succeeding calendar year after ten (10) years of service up to and including fifteen (15) years of service.

(e) Twenty-four (24) working days vacation after the completion of fifteen (15) years of service.

2. Pay During Vacations: All vacations shall be granted at the annual salary rates of the individual.

3. Scheduling Vacations: The Director or Chief of the Department shall allot vacation periods in order to assure orderly

ARTICLE XXII, VACATIONS

operation and continuous service, but will grant vacation so far as possible in accordance with the desires of the Officers in order of their seniority in rank.

4, Rescheduled Vacations; Officers shall take their vacations at the scheduled time; however, different periods of vacation may be taken if mutually acceptable to the Director or Chief and Officer. If unable to agree on a mutually acceptable rescheduled vacation and the Officer is required by the Director or Chief to work during his vacation period, or if the Officer wishes to work during his vacation period, then in addition to his usual pay he shall receive vacation pay in lieu of vacation.

5, Cashing in vacation time will be at the discretion of the Township Committee and it will be on an equal basis for all officers.

ARTICLE XXIII. HOLIDAYS

1. Every Police Officer employed by the Township shall be entitled to twelve (12) paid holidays as follows:

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

2. Any man working a scheduled Holiday will receive his regular salary plus an additional fourteen hours pay at his regular rate. Any man not scheduled to work the Holiday will receive his regular pay plus eight hours pay for the Holiday.

3. There shall be no pyramiding of overtime.

4. In settlement of a pending arbitration it is agreed that for 1977 each officer who was scheduled to work on a holiday and who did work the holiday pursuant to this schedule shall be paid an additional 4 hours straight time compensation at the 1977 rate. In addition, Easter Sunday shall be deemed to be a holiday and so paid at the 1977 rate.

ARTICLE XXIV. CLOTHING ALLOWANCE

1. The cost of initial clothing and equipment for a new Officer shall be paid, in full, by the Township. In addition, the Township shall purchase and furnish a new Officer with one service revolver which shall be in proper working order. Said revolver shall be returned to the Township upon termination of the Officer's employment, in proper working order.

2. Thereafter, an annual allowance of \$500 shall be given each Officer for the purpose of maintenance of clothing and equipment.

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

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

5. Notwithstanding any of the provisions in this Article, in the event a new type of articles of clothing or equipment become regular issue, then if the use of the new type is initiated by the Township, the expense of the initial issue shall be borne by the Township and if the new type is initiated by the P.B.A., then the expense of the initial issue shall be borne by each officer.

6. The Township shall be obligated to reimburse a police officer for his personal property lost or damaged during the performance of his duty. There shall be a twenty-five dollar (25.00) limit per incident. Examples of such personal property are: wristwatch, glasses, etc. This limitation shall not apply to police equipment or uniforms which, if lost or damaged during the performance of duty, shall be replaced or reimbursed in full.

ARTICLE XXV. EDUCATION INCENTIVE

1. Any Officer who attends school for the purpose of obtaining police education or any degree in police science shall have the cost of books and tuition paid for in full by the Township. The tuition shall be unlimited per year and prescribed program for college credits shall remain in effect.

2. Any Officer attending an approved Police Academy or other Police Training School (Technical), other than Basic Training School shall maintain his regular salary.

3. Any member of the Police Department required to attend a Police School or Training facility other than college courses or basis Police Training will be reimbursed at the rate of 10¢ per mile both to and from such schooling within one (1) calendar month from the date of his submission of travel.

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

ARTICLE XXVI COURT APPEARANCE PAYMENT

Any Officer having to report to any court in the Township, County, State, Juvenile, etc., shall be paid at one and one half times his base hourly rate of pay for every hour he is required in attendance outside of his normal working hours for which he is paid his regular rate of pay.

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ARTICLE XXVII. TMEPORARY LEAVES OF ABSENCE

1. Three (3) days' leave per incident shall be allowed for death of any member of the immediate family. Immediate members of the family are defined as spouse, father, mother, father-in-law, mother-in-law, brother, sister, child, and relatives of the Officer residing in his household.

2. Two (2) days per year shall be allowed for personal reasons. Application to the Chief for personal leave shall be made at least three (3) days in advance (except in case of emergency), and granted except for good cause. Applicants for such leave shall not be required to state the reason for taking such leave under this section, except for the day preceding or following a holiday. In lieu of certain travel time required of Officers to attend courts, two (2) days per annum shall be granted as of January 1, 1981 and administered pursuant to this section. These days are not cumulative.

3. Sick Leave:

A. Number of Days: An Officer is entitled to one day's sick leave for each calendar month of service form the date of appointment to December 31st of that year. Thereafter, fifteen (15) days of paid sick leave shall be granted each year.

B. Sick leave shall accumulate during each officers' tenure.

C. Sick leave may be used by an Officer for personal illness and illness of a member of his family which requires his attendance upon the person who is ill.

ARTICLE XXVIII. GENERAL PROVISIONS

1. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

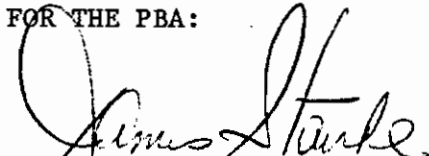
2. This collective bargaining agreement shall be deemed to be a complete and final settlement of all issues outstanding between the parties and any unfair practice charges, grievances, or other litigation relating to the 1977, 1978, and 1979 negotiations (including the matter of PBA Local 160 vs. Township of North Brunswick, Docket No. C-669-78) shall be dismissed with prejudice.

3. This Agreement shall be retroactive to January 1, 1979 except where otherwise expressly provided herein.

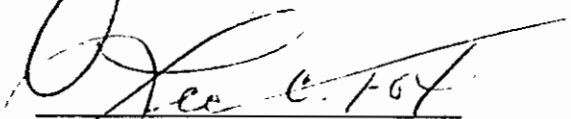
4. This Agreement shall remain in effect until December 31, 1981.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 1st day of Feb. 1980.

FOR THE PBA:

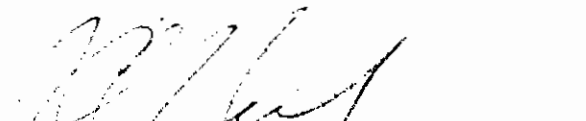


President

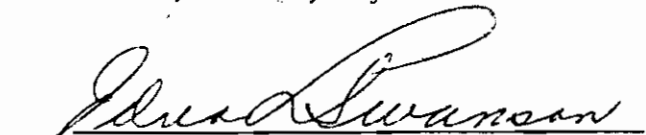


Secretary

FOR THE TOWNSHIP:



Charles Nicola, Mayor



Edna L. Swanson, Clerk

SCHEDULE A.

1. The salary and longevity payments for incumbent officers shall be as set forth in the attached pages reflecting the agreement for 1979, 1980 and 1981.
2. The differential of \$1,500.00 between patrolman and sergeants shall be maintained for the life of the agreement.
3. The differential of \$3,000.00 between patrolman and lieutenants shall be maintained for the life of the agreement.
4. The differential of \$4,500.00 between patrolman and captains shall be maintained for the life of the agreement.
5. The salary range for each year of the agreement shall be as follows:

	Start	2	3	4	Maximum
1979	\$11,817	\$13,268	\$15,219	\$16,548	\$18,736
1980	12,880	14,462	16,588	18,037	20,422
1981	13,782	15,474	17,749	19,300	21,852

6. For calendar year 1979 the agreed upon increases set forth in this schedule shall not be paid retroactively for any item other than salary. Prorated compensatory time shall be credited to the officer for holidays and overtime.