

AGREEMENT
BETWEEN
TOWNSHIP OF WALL
AND



WALLTOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 234

JANUARY 1, 2007 THROUGH AND INCLUDING DECEMBER 31, 2010

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ARTICLE 1

PREAMBLE

This Agreement is made and entered into in Wall Township, New Jersey, on the last date set forth on page 90, between the TOWNSHIP OF WALL, a Municipality in the County of Monmouth and State of New Jersey, hereinafter referred to as the “Township” or “Employer” and the PATROLMEN’S BENEVOLENT ASSOCIATION, LOCAL 234, hereinafter referred to as the “PBA”.

WHEREAS, the Township and the PBA recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation, pursuant to NJSA 34:13A (entitled the New Jersey Employer-Employee Relations Act) to negotiate with the PBA, as the representative of Employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2

DEFINITIONS

A. AGGRIEVED Shall mean any Member, Officer or Employee of the PBA, or group of Members of the PBA, who have the right to bring a grievance for the reasons stated in Article 7 of this Agreement under the conditions for bringing a grievance under Article 7 of this Agreement.

B. CHIEF Shall mean the Chief of Police, the head of the Police Department, Police Department of the Township of Wall, in the County of Monmouth, State of New Jersey.

C. CIVILIAN Shall mean any person or persons not certified and sworn as Police Officers in the State of New Jersey.

D. DEPARTMENT Shall mean the Police Department of the Township of Wall, in the County of Monmouth, State of New Jersey.

E. EMPLOYEE Shall mean any salaried Patrolman of the Township of Wall Police Department as specifically defined in Article 3.

F. EMPLOYER Shall mean the Township of Wall, a Municipality in the County of Monmouth, State of New Jersey.

G. MEMBER Shall mean the participants and Members of Local 234 of the New Jersey Policemen's Benevolent Association of the Township of Wall Police Department.

H. OFFICER or POLICE OFFICER Shall means sworn and certified law enforcement personnel of the Township of Wall Police Department and recognized as such by the Statutes of the State of New Jersey.

I. SENIORITY Shall be defined as an individual officer's time in service as a sworn Police Officer with the Township of Wall Police Department.

J. PBA or PBA LOCAL Shall mean Local 234 of the New Jersey State Policemen's Benevolent Association, of the Township of Wall Police Department.

K. TOWNSHIP Shall mean the Township of Wall, a Municipality in the County of Monmouth, State of New Jersey.

L. MAY is permissive.

M. SHALL is mandatory.

N. ASSOCIATION will mean the same as PBA or PBA Local.

ARTICLE 3

RECOGNITION

The Township hereby recognizes the PBA as the sole and exclusive representative and bargaining agent for all Patrolmen (which includes males and females throughout this entire contract) of the Police Department, for the purposes of collective negotiations with respect to salaries, claims, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

The bargaining unit shall consist of all patrolmen and detectives of the Police Department of the Township of Wall, New Jersey, now employed, formerly employed and hereinafter employed. For the purposes of this Agreement, the terms Police Officer, Employee or Employees, shall refer to all members of the bargaining unit as defined herein. This Agreement shall be binding upon parties hereto.

ARTICLE 4

EMPLOYEE RIGHTS

A. Pursuant to NJSA 34:13A1 *et seq.*, the Township hereby agrees that every Policeman shall have the Right to freely organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

B. As a body exercising governmental power under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly and indirectly discourage or deprive or coerce any Policeman in enjoyment of any rights conferred by NJSA 34:13A1, *et seq.*, other laws of New Jersey, and the Constitutions of New Jersey and the United States.

C. That it SHALL NOT DISCRIMINATE AGAINST ANY policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, provided such activities are lawful and proper, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

D. No Employee who is a Member of the PBA and acting in any official capacity whatsoever, shall be discriminated against for his acts as such Official of the PBA, nor shall the Township discriminate against any Employee because of PBA Membership or activities, provided such activities are lawful and proper.

E. Any change in Department Procedures and Regulations that is promulgated by the Chief of Police shall be served upon the President of the PBA immediately, except that in the event of an emergency, no notification is necessary.

ARTICLE 5

ASSOCIATION RIGHTS

A. GRIEVANCE COMMITTEE There shall be four (4) Members of the PBA Grievance Committee, Members as defined by this Section, no more than three (3) of whom shall be granted leave from duty without loss of pay for all meetings between the Township and the PBA Local for the purpose of processing grievances. When such meetings take place at a time during which such Members are scheduled to be on duty, leave shall be granted only upon twenty-four (24) hours prior notice to the Chief of Police, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Policemen to bring the Department to its proper effectiveness as determined by the Chief of Police or his designee.

1. Members of the PBA Grievance Committee shall be the President or Vice President, and three (3) additional members as appointed by the President of the PBA Local.

2. Members of the Grievance Committee shall be appointed annually. During the course of the year, changes to the membership in the Grievance Committee should be limited in order to maintain continuity, except in the case of injuries, terminations, resignations or retirement of members of the Committee.

B. COLLECTIVE BARGAINING COMMITTEE There shall be four (4) Members of the PBA Collective Bargaining Committee, Members as defined by this Section, no more than three (3) of whom shall be granted leave from duty without loss of pay for all meetings between

the Township and the PBA Local for the purpose of conducting collective bargaining between the parties. When such meetings take place at a time during which Members are scheduled to be on duty, leave shall be granted only upon twenty-four (24) hours prior notice to the Chief of Police, provided the conduct of said business shall not diminish the effectiveness of the Police Department or shall require the recall of off-duty Policemen to bring the Department to its proper effectiveness, as determined by the Chief of Police or his designee.

1. Members of the PBA Collective Bargaining Committee shall be the President or Vice President and three (3) additional Members as elected by the Membership of the PBA Local.

2. Members of the PBA Collective Bargaining Committee shall be appointed annually. During the course of the year, changes to the membership in the Collective Bargaining Committee should be limited in order to maintain continuity, except in the case of injuries, terminations, resignations or retirement of members of the Committee.

C. The PBA shall be allowed to have paid leave for the following number of PBA representatives for the following events:

1. Two (2) PBA representatives may attend the Fall State PBA convention of five (5) working days on paid leave, and the PBA shall give three (3) weeks notice to Wall Township of the dates and who will be attending.

2. Two (2) PBA representatives may attend the Spring PBA mini convention of five (5) days on paid leave, and the PBA shall give three (3) weeks notice to Wall Township of the date and who will be attending.

Additional PBA members may be allowed to attend these functions, but will not be provided paid leave by Wall Township (the additional PBA members who may attend these two (2) functions, plus the Collective Bargaining Seminar, may use personal days, vacation days, compensatory time, etc.).

D. INDIVIDUAL PBA OFFICIALS There shall be four (4) Members of the PBA Local, Members as defined by this Section, to be granted leave from duty without loss of pay, for the purpose of attending the PBA Local regular monthly meetings. When such meetings take place at a time during which such Members are scheduled to be on duty, leave shall be granted only upon twenty-four (24) hours prior notice to the Chief of Police, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Policemen to bring the Department to its proper effectiveness, as determined by the Chief of Police or his designee.

1. Officials of the P.B.A. shall be the President or Vice President, P.B.A. Local State Delegate, Secretary, and Treasurer, as elected by the Membership of the P.B.A. Local.

E. The P.B.A. President and State Delegate will be allowed a reasonable amount of time off without loss of time or pay to attend union functions, at the discretion of the Chief of Police.

ARTICLE 6

NEGOTIATIONS PROCEDURE

A. Collective bargaining with respect to rates of pay or other conditions of employment shall be conducted by the duly authorized bargaining representatives of the parties. Unless otherwise designated, the Township Administrator or his designee, and the President of the PBA, or his designate, shall be the respective negotiations representatives for the parties.

B. Collective Bargaining meetings shall be held at times and places that are mutually convenient, at the request of either party.

C. No more than three (3) additional representatives and two (2) professional counsel of each party shall participate in Collective Bargaining meetings.

D. The Township and the PBA agree to meet no later than the tenth (10th) day of September immediately prior to the expiration of this Agreement for the purposes of negotiations and discussions relative to an Agreement or continuance of the present Agreement.

E. In the event that changes, additions, corrections or deletions to the present Agreement are desired by either party, the parties agree to meet and discuss the proposed changes until such time as all parties have agreed to the proposed Agreement or the proposed Agreement has been submitted to Arbitration.

ARTICLE 7

GRIEVANCE PROCEDURE

A. A Grievance is hereby defined as any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement, and may be raised by an Employee, the PBA Local on behalf of an Employee or a group of Employees, or by both the Employee and the PBA.

B. (1)(a) If an Employee is disciplined and in the judgment of such Employee, the action taken by the Township or the Department is without just cause, and no method of appeal by way of statute exists for the employee, the employee may grieve such discipline in accordance with this Article.

(b) If an Employee or group of Employees feel aggrieved from the interpretation, application or violation of any Statutes, Ordinances, Rule, Regulations or Policy which is not in conflict with this Agreement, including any claim of discrimination based on race, creed, color, national origin, ancestry, age, marital status or affectional or sexual orientation, or any claim for retaliation based on a complaint of discrimination based on any of these factors, the employee or employees may grieve such situation or circumstances in accordance with this Article.

(2) All Grievances shall be in writing and shall contain a clear and concise statement of the Grievance and indicate the following:

1. The issue/issues involved;
2. The relief sought;
3. The date the incident or violation took place;
4. The specific Section or Sections of the Agreement involved;
5. The steps taken by the aggrieved to try and resolve the Grievance.

C. A grievance shall be brought with the knowledge of the individual employee and with his consent to the grievance.

D. The adjustments of a Grievance shall be sought in four (4) steps as follows:

- (1) Step One - Division Commander or appropriate Superior Officer

The aggrieved and/or the PBA shall take up the matter with his Division Commander or the appropriate Superior Officer, as determined by the Chief of Police, or his designee, within fourteen (14) calendar days of being advised of the incident giving rise to the Grievance, in an effort to adjust the Grievance satisfactorily between the aggrieved and the person responsible for this incident as a Grievance. The Division Commander or the appropriate Superior Officer shall have fourteen (14) calendar days within which to respond in writing to the grievance, with a written response being sent to the aggrieved and a copy to the PBA. Failure to respond within fourteen (14) calendar days shall be deemed a denial of the grievance.

A failure to prosecute the grievance within fourteen (14) days shall constitute an abandonment of the grievance.

(2) Step Two - Chief of Police

If the Grievance is not adjusted to the satisfaction of the aggrieved and/or the PBA at Step One, then the PBA and/or the aggrieved within fourteen (14) calendar days of the management response in Step One, or the expiration of time for response with no response, may take up the matter in writing to the Chief of Police or his designee.

The Chief of Police, or his designee, shall have fourteen (14) calendar days within which to respond in writing to the grievance, by sending a copy of his response to the aggrieved and the PBA President. The Chief of Police, or his designee, may have a meeting with the PBA President, grievance chairman, or the appropriate PBA officials, and the aggrieved, at the sole discretion of the Chief of Police, or his designee, within the fourteen (14) calendar days in which the Chief of Police, or his designee, has to respond.

A failure to prosecute the grievance within fourteen (14) days shall constitute an abandonment of the grievance.

(3) Step Three - Township Administrator

If the aggrieved and/or the PBA is not satisfied with the response of the Chief of Police or if no written response has been received by the PBA President within fourteen (14) calendar days of the Chief receiving the written grievance, then thereafter the aggrieved and/or the PBA may file the grievance within fourteen (14) days with the Township Administrator. The Township Administrator shall deliver his or her written decision within fourteen (14) calendar days from the transmittal of the grievance to the PBA President, the aggrieved and the Township.

(4) Step Four - Arbitration

If the grievance is not adjusted to the satisfaction of the aggrieved and/or the PBA within fourteen (14) calendar days of the submission of the grievance to the Township Administrator, the matter may be submitted to binding arbitration within fourteen (14) calendar days of the Township Administrator's decision or fourteen (14) days from the time such decision would have been due if no written decision is rendered.

Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted through the above three (3) grievance steps. The party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in Rules or Regulations of either such agency with written notice to the other party.

The decisions of the Arbitrator shall be final and binding on the association, grievant and the Employer. The arbitrator shall be bound by the provisions of this Agreement and shall be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement in writing with reasons for his decision. The arbitrator may prescribe an appropriate back-pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and

recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

D. In the event that a Grievance arises in which two (2) or more members are affected by it, then the PBA, through its president, may file the appropriate grievance on behalf of the two or more members. The PBA President may delegate this authority to any elected official or appoint a grievance chairman who may process the grievance on behalf of the two or more members of the PBA.

E. Such TIME LIMITS may be extended, shortened, or waived by Mutual Agreement by ALL parties.

F. The steps specified in this Article may be waived by Mutual Agreement by ALL parties involved.

G. Nothing herein is intended to deny an Employee, and/or PBA his rights of appeal as granted by statute or case law.

ARTICLE 8

DUES DEDUCTION

A. The Township shall withhold from the Employee's paycheck, with each payroll cycle, in an amount of money to be forwarded to the P.B.A. Treasurer. Such deduction shall be known as "P.B.A. Membership Dues Deductions".

1. The P.B.A. Treasurer will advise the Finance Office of all members' dues in accordance with Section B.

2. Such request shall be maintained by the Township Finance Office until such time as the Employee indicates, in writing, to alter such a request. The Employee in no event shall submit such a request for alteration more than once yearly.

3. Such a request form shall be of such desire and format as the Township Finance Office may deem proper and correct.

4. The Township shall not require Employees to submit written requests more than once yearly with the Township Finance Officer; further, the Township shall not require weekly, monthly, or other time period submission of the written request if such Employee has no desire to alter the request.

B. The P.B.A. Treasurer shall notify, in writing, the Township Finance Officer, once yearly the amount of monthly dues to the P.B.A. Membership has decided by vote, to withhold from the regular paychecks.

1. Notification, in writing, shall be submitted no later than December 1st of each year as to the amount to be deducted commencing on January 1st of the following year.

2. Notification, in addition to the annual notification, may be submitted at any time in the event the PBA has decided, by vote, to alter the amount of dues to be deducted. Such notification shall be in writing and shall indicate clearly on what date such change will take effect.

C. The Township Finance Officer shall forward a single check for all Employees' dues deductions made during the preceding month to the PBA Treasurer no later than the fifteenth (15) day of the following month, each month.

D. The Township and the PBA shall agree to the provisions of NJSA 52:14-15.9d and e in regards to Employer Payroll Deductions.

E. Pursuant to NJSA 40A:9-17, the Township shall withhold Credit Union deductions from Employee's bi-weekly pay at the selection and direction of each Employee in accordance with the Rules and Regulations of said Credit Union.

ARTICLE 9

ASSOCIATION USE OF FACILITIES

A. The Township shall provide space for a bulletin board in a conspicuous location within the Police Department Building for the use of the P.B.A. for posting notices concerning P.B.A. business and activities, at no cost to the Township.

1. All notices shall be posted only upon the authority of officially designated P.B.A. representatives and shall not contain inflammatory, annoying or subversive literature, photographs, cartoons, or other printed materials. The posted materials shall be neat and orderly thereon.

2. The Secretary of the P.B.A. shall be responsible for the neatness and orderly appearance of the bulletin board.

B. The Township shall provide space within the Police Department Building for a file cabinet or cabinets for the purpose of storing P.B.A. items and materials at no cost to the Township.

1. The P.B.A. President, Vice President, Secretary, Treasurer and Trustees shall maintain the storage cabinet(s).

C. The Township shall permit the P.B.A. the use of the following equipment and services as outlined in this Section, at no cost to the Township, and which use and services shall not interfere with the operations of the Police Department.

1. The Township shall permit the use of the Departmental Xerox, computers within the Department, fax machine, or like machine, print shop and darkroom facilities.

2. Staff and equipment operations shall supervise the operation of the equipment and services.

3. The PBA shall not reproduce material and literature if containing inflammatory, annoying or subversive printed matter or reproduce materials protected by the Copyright Laws of this or any other State.

4. The cost of all materials used in the pursuit of PBA business shall be provided at no cost to the Township by the PBA.

5. The parties acknowledge that the Township has a right to issue a memorandum outlining the permitted reasonable and business uses of the Township equipment.

D. The Township shall permit the use of Departmental typewriters under the conditions as set forth in this Section at no cost to the Township and which use shall not interfere with the operations of the Police Department.

1. The PBA shall not remove any typewriter from its designated place of assignment or use.

2. The PBA recognizes that any damage sustained to any typewriter as the result of abuse or negligence incurred while in the pursuit of PBA business shall be repaired or replaced as the case may warrant by the PBA.

ARTICLE 10

RESIDENCE

A. The Township agrees that Employees, as defined by this Agreement shall not be required to reside or not reside in any specific place or places other than to require such Employees reside within the State of New Jersey as a permanent place of residence.

B. Place of residence shall not be considered as a condition of employment or advancement in rank or grade, nor shall it be considered in any manner during the process of employment or advancement in rank or grade, except as provided by NJSA 40A:14-122.6.

ARTICLE 11

DISCIPLINE

A. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or grade or disciplined in any manner except for just cause. Disciplinary proceedings shall be conducted in accordance with the provisions of the Township Personnel Ordinance and NJSA 40A:14-147.

B. Bill of Rights:

1a. The Employer will provide the Association (PBA) with copies of all personnel orders as soon as the personnel orders are issued. As used in this section, “personnel orders” shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

b. Any Employee who will be investigated concerning an act, which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

(1) The Employee will be informed prior to the interview if the Employer believes the Employee is a suspect in the investigation.

(2) The Employee will be informed of the nature of the investigation and allegations, and afforded the opportunity to consult with an Association representative prior to an interview. The Employee shall be allowed the right to

have an Association representative present during the interview. The opportunity to consult with the Association representative or to have the Association representative present at the interview shall not delay the interview more than two (2) hours except for minor complaints (incidents for which discipline no greater than oral reprimand may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the Employee will be allowed up to two (2) hours to obtain a representative to assist him in the interview.

(3) With the exception of telephone interviews, interviews shall take place at Employer facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

(4) The Employer shall make a reasonable good faith effort to conduct these interviews during the Employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.

(5) The Employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the laws of the State or the United States.

(6) Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion.

- (7) The Employee shall be entitled to such reasonable intermissions as he shall request for personal necessities.
- (8) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the Employee about information which is developed during the course of the interview.
- (9) If the Employer tape records the interview, a copy of the complete interview of the Employee, noting all recess periods, shall be furnished, upon request, to the Employee. If the interviewed Employee is subsequently charged and any part of any recording is transcribed by the Employer, the Employee shall be given a complimentary copy thereof.
- (10) Interviews and investigations shall be concluded with no unreasonable delay.
- (11) The Employee shall be advised of the results of the investigation and any future action to be taken on the incident.
- (12) When the investigation results in Departmental charges being filed against the Employee, the Employee, upon written request, will be furnished with a copy of the reports of the investigation which will contain all known material facts of the matter to include any tape recordings at no cost. The Employee will also be

furnished with the names of all witnesses and complainants who will appear against him or her and/or whose statements will be used against him or her.

(13) Before the hearing, the employee will furnish to the employer the names of all witnesses who will appear on his or her behalf and/or whose statements will be used, and, will furnish all documents or other materials relevant to the discipline in the employee's possession and/or on which the employee will rely or offer into evidence at the hearing.

ARTICLE 12

PROBATIONARY PATROLMEN

A. The Probationary Patrolman is defined for the purpose of this Agreement as any individual employed by the Police Department for the purpose of performing policies duties and assignments, who shall serve a probationary period of one (1) year from the date of graduation from the Police Academy, with a maximum probationary period of eighteen (18) months from date of hire, except for PTC certified employees, who will have a one-year probationary period from the date of hire. During this probationary period, the employee may be discharged at any time. Probationary Patrolmen are not covered by this Agreement except as follows:

1. He shall be entitled to sick leave benefits from his ninetieth (90th) day of continuous service, as set forth in the Sick Leave Procedures in this Agreement.
2. He shall be entitled to Overtime, based upon his hourly rate of pay, from his first day of employment, as set forth in the Overtime Procedures in this Agreement.
3. He shall be entitled to Disability Insurance from his first day of employment, as set forth in the Disability Insurance Procedures in this Agreement.
4. He shall be entitled to False Arrest and Liability Insurance coverage from his first day of employment, as set forth in the False Arrest and Liability Insurance Procedures in this Agreement.
5. The benefits as outlined in this Section, will, however, in no way affect his probationary status.

6. He will be granted four (4) personal days not to be used until ninety (90) days after graduation from the Police Academy or date of hire.

7. He shall be paid for his attorneys fees as if a regular non-probationary patrolman as set forth in NJSA 40A:14-155, other statutory provisions, and other provisions set forth in this contract and in the rules and regulations of the Township.

ARTICLE 13

VACANCIES

A. Existing Waiting Lists of promotion shall be valid for a period of eighteen (18) months. The Township reserves the right to amend such Table of Organization as it shall deem necessary for the best interests of the Township of Wall, by Ordinance or Resolution.

1. Upon completion of the testing and issuance of the Waiting List, the said list shall be posted in a conspicuous location within the Police Department Building.

2. The posted Waiting List shall clearly indicate each participant's written test score, oral test scores, board review scores, and any and all procedural scores used in determining the order of promotion. The list shall clearly indicate in what order each participant stands in for promotion.

ARTICLE 14

ANNIVERSARY DATE

A. The Township agrees that the month, date and year of employment shall be known as the “Anniversary Date” and the exact month and day of employment shall be the Anniversary Date each year thereafter.

B. 1. The Employer shall advance for pay purposes only from probationary pay to 7th grade patrolman pay one year from the anniversary date as defined in Paragraph A, but for all other purposes shall be considered Probationary Patrolman as defined in Article 12 until the probationary period expires as provided in that Article.

2. The maximum 18-month probationary period shall not affect each employee’s rights to vacation days, longevity pay, sick leave benefits, retirement calculations and any other benefit in this contract, state law, etc., which relies on years of service.

ARTICLE 15

CLOTHING ALLOWANCE

A. The Township shall continue to provide Employees all equipment and uniforms necessary for the purpose of their employment.

B. The Township shall allocate the following clothing allowances for 2007, 2008, 2009 and 2010 affecting Patrolmen and Detectives which shall be credited to their individual clothing allowance accounts consistent with past practices.

| | <u>Patrolmen</u> | <u>Detectives</u> |
|------|------------------|-------------------|
| 2007 | \$650.00 | \$1,050.00 |
| 2008 | \$650.00 | \$1,050.00 |
| 2009 | \$650.00 | \$1,050.00 |
| 2010 | \$650.00 | \$1,050.00 |

C. An Employee's clothing allowance account may be drawn upon by each Employee during the year by obtaining the authorized approval for the purchase of uniforms at a place of business, or businesses, designated by the Township. The Chief of Police, or his designee, shall make payment for such items through vouchers direct to the business provided the Employee has received advance approval of the purchase.

D. The Chief of Police, or his designee, shall issue a complete and definitive list of authorized uniforms and business places.

E. The Chief of Police, or his designee, shall issue an annual statement to each Police Officer showing the amount charged against the officer's uniform allowance. This statement shall be issued following the first yearly purchase and/or thirty days prior to the second yearly purchase.

F. The Township shall pay the cost for the cleaning of two (2) uniforms per officer per week. In accordance with the Local Public Contracts Law, the Township shall designate a local cleaning establishment that will clean the uniforms and payment will be made directly to that cleaning establishment by the Township.

G. The Township will prepare a listing of the uniforms and equipment considered to be included as "standard" purchases under this Agreement. In the event that any part of the present uniform and/or equipment is changed or added, then such changes shall be borne by the Township and shall not be considered part of the yearly clothing allowance.

H. Each plain-clothes Employee shall substantiate the purchase of clothing within sixty (60) days of the issuance of the allowance.

I. Upon notice of transfer out of plain-clothes duty, the Employee will be required to repay all unsubstantiated monies not previously expended by the Employee.

J. The Township will pay the cost for the cleaning of two (2) suits per plain-clothes officer per week. In accordance with the Local Public Contracts Law, the Township shall

designate a local cleaning establishment that will clean the suits and payment will be made directly to the cleaning establishment by the Township.

K. The purchasing and replacement of vests are not an item which will be considered to be purchased with the clothing allowance as set forth above. The Township shall pay for the purchase and replacement of protective vests as needed and required as determined by the manufacturer, subject to the grievance procedure, and the replacement and purchase of vests shall be liberally construed in favor of purchasing a new protective vest. The replacement or new vest shall be of at least a grade and quality of those owned by other members of the Wall Police Department, and the protective vest should be a Minimum Treat Level 3A.

ARTICLE 15

COMPENSATION FOR LOSS OF PERSONAL PROPERTY

A. If an Employee in the line of duty suffers damage to any of his personal property, including but not limited to, clothing, jewelry, and glasses, then the Township shall replace any lost or damaged property at replacement value, except for jewelry and glasses which will have a \$100.00 limit per occurrence.

B. The Township shall not refuse such compensation benefit without just cause.

ARTICLE 17

USE OF PERSONAL VEHICLE

A. The Township shall not require Employees to use their personal vehicles for the performance of police business whenever possible. The Township shall provide departmental vehicles for, but not limited to, travel to and from judicial proceeding in which the Employee is a witness; to and from the Division of Motor Vehicles proceedings in which the Employee is a witness; and criminal investigations or other directed investigations as determined by the Chief of Police, or his designates.

B. The Township shall reimburse all Employee's travel expenses when in the event a departmental vehicles is not available and the Employee is required to use his personal vehicle. The Employee may, upon completion of such trip or trips, submit for payment mileage traveled on the authorized police business. The Township shall not deny such payment without just cause.

1. The monetary compensation for each mile traveled shall be forty-four point five (\$.445) cents or the applicable IRS rate, whichever is greater.

C. The Township shall pay to each Employee \$1.00 per year as additional compensation for use of Employee's vehicle.

ARTICLE 18

HOURS OF WORK AND OVERTIME FOR NON PATROL OFFICERS

A. The Township and the PBA understand and agree that a standard weekly work schedule for Employees covered by this Agreement requires Employee services continuous throughout a seven (7) day week, including a half-hour lunch break on each day of the seven (7) days per week, and the required amount of work hours per Employee per year shall not exceed Two Thousand Eighty (2,080) hours, nor be less than Two Thousand (2,000) hours.

1. The Township agrees that two (2) consecutive days, per seven (7) day week, shall be provided as time off minimum.

B. The Township and the PBA further agree that changes in the existing daily or weekly work schedule which may be necessitated for efficient operation of the work force, prior to the implementation of such changes, the President of the PBA Local shall be notified in writing by the Chief of Police and the PBA President shall have the right to submit written recommendations and to discuss these changes with the Chief of Police.

1. The President of the PBA Local shall be notified of the changes by the Chief of Police at least thirty (30) days prior to the implementation of such changes, but in the event that such changes are the result of an emergent circumstance, same time provisions shall be waived by the PBA, the right of the President of the PBA to discuss the changes shall not be waived under emergent circumstances, but may be discussed after such changes have been effected.

C. The Township agrees that overtime, consisting of time and one-half, shall be paid to all Employees covered by this Agreement for hours worked in excess of the normal workday. A normal workday is defined as one (1) of five (5), eight (8) hour days, or one (1) to four (4), ten (10) hour days; or one (1) day of any combination of days and hours consisting of forty (40) hours per week as scheduled by the Chief of Police.

D. Employees shall not be paid overtime for hours of work in excess of normal workday unless such overtime is authorized by the Officer in Charge.

1. The need for overtime shall be at the discretion of the Officer in Charge on a need basis which successful completion of an assignment or investigation is deemed in the best interests and safety of the Township of Wall.

2. Completion of an assignment will be transferred to an on-coming shift when feasible. When it is not feasible for such reasons as work load, or when the Employee is in fresh pursuit, or hot pursuit of an investigation, it shall be deemed that this is of an emergent nature and overtime is authorized.

3. When a Shift Commander or Department Head feels the need for extra or additional manpower, he may authorize such overtime, as per the Rules and Regulations of the Department of the Chief of Police. It is further understood that such Shift Commander or Department Head is totally responsible for the authenticity of such need.

E. (Applies to both Patrol and non Patrol Officers). An Employee shall be paid a minimum of four (4) hours at time and a half, irrespective of actual time worked for all call-in

time, except Municipal Court, which overtime for municipal court shall continue as before with a two (2) hour minimum. All call-in time for judicial appearances as required above shall be paid at time and a half for a minimum of four (4) hours per day, except Municipal Court, which will have a two-hour minimum at time and a half, irrespective of the actual time spent in Court, and time and a half for any appearances beyond the four (4) hours or two (2) hours set forth above.

F. (Applies to Patrol and non Patrol Officers). In lieu of cash payment for overtime, an Employee may receive compensatory time off at the rate of time and one-half, if he chooses. Employees shall have the option of electing to have time off at time and one-half instead of receiving compensation at time and a half of the hours worked in excess of a normal workday.

1. Such time may only be taken when approved and scheduled by the Chief of Police after receiving written request from the Employee.

2. Such written request shall be submitted to the Chief no later than five (5) days prior to the requested time off.

3. The reason or reasons for the Employee's request for any given time off shall not be considered by the Chief for reasons for approval or denial.

4. Effective January 1, 2007 and applicable to all Employees (including patrol and non-patrol positions) hired on/or after January 1, 2007 the maximum compensatory bank shall be eighty four (84) hours. Effective January 1, 2008 a maximum of forty (40) hours annually may be "cashed out" if mutually agreed to by the Officer and the Township.

G. (Applies to Patrol and non Patrol Officers). A card system shall be continued for the reporting of overtime to the Township for the payment thereof.

1. Each Employee working bona fide overtime shall present such card to the Superior Officer authorizing such overtime within twenty-four (24) hours when ordered by the Superior Officer, or whenever reasonable in the absence of such Superior Officer. Each card shall be given to the Commander of the Division for authentication, submitted to the Office of the Chief of Police, and submitted thereafter to the township on a two (2) week basis.

2. Overtime shall be paid on a two (2) week basis. In computing overtime pay which may become due to any such Employee of the Police Department an Officer's base pay and applicable longevity as well as that Officer's College incentive stipend (if applicable) shall be used. In this regard it is acknowledged that Officers hired after 1989 are not eligible to receive such College incentive stipend pursuant to prior agreements between the PBA and the Township.

H. 1. (Applies to Patrol and non Patrol Officers). The applicable off-duty rate of pay will be the relevant overtime rate applicable to each non-probationary Officer working an authorized off-duty job.

2. The applicable off-duty rate of pay for all Probationary Police Officers shall be \$35.00 an hour. Upon the completion of an Officer's probationary period and that Officer's placement on the Grade 6 step of the salary schedule the provisions of Article H, paragraph 1, as referred to above, are fully applicable regarding the defining of the relevant overtime rate applicable to each non-probationary Officer working an authorized off-duty job.

I. (Applies to Patrol and non Patrol Officers). An Employee may switch (swap) shifts with another Employee, but the Employee shall notify the Chief of Police a minimum of one (1) day notice, which approval shall not be unreasonably denied. In no case will shift switch swap result in any additional expenses to the Township.

ARTICLE 19

PATROL WORK SCHEDULE

A. PITMAN SCHEDULE:

Effective January 1, 2008 a new twelve (12) hour work schedule shall be implemented (Pitman Schedule) which refers to a twelve hour workday schedule which encompasses a fourteen (14) day cycle. The schedule will include a rotation of two (2) days on-duty, two (2) days off-duty, three (3) days on-duty, two (2) days off-duty, two (2) days on-duty, and three (3) days off-duty. The cycle will begin on a Sunday and end on a Saturday fourteen (14) days later, at which time it will repeat its cycle. The hours scheduled for duty during any given twenty-four (24) hour period will be from 7:00 a.m. EDT to 7:00 p.m. EDT and from 7:00 p.m. EDT to 7:00 a.m. EDT, respectively, 6:00 a.m. EDT to 6:00 p.m. EDT respectively to 6:00 p.m. EDT to 6:00 a.m. EDT as a scheduled early man. The Patrol Division manpower will be divided into four squads. Squads one (1) and two (2) will work the same time of day on opposing days. Squads three (3) and four (4) will work the same time of day on opposing days. The specific rotation is illustrated in Appendix "C" and shall be followed by all parties.

B. KELLY HOURS:

Kelly hours will refer to the excess amount of hours that an officer working the Pitman Schedule will be assigned to work over the annum in excess of two-thousand and eighty (2080)

hours. Hours accrue to a separate bank at the rate of four (4) hours per complete Pitman cycle worked. Each officer is responsible to schedule their own Kelly time without the creation of overtime. All Kelly time will be taken at the discretion of the Supervisor.

C. PITMAN CYCLE:

A Pitman Cycle will refer to a fourteen (14) day period which encompasses one complete rotation through the cycle as defined by a Pitman Schedule.

D. HOURS OF WORK:

The workday shall consist of not more than twelve (12) consecutive hours in a twenty-four (24) hour period. The twelve (12) hour work schedule adheres to the Pitman rotation as defined in Article 19, Section A. Additionally, for purposes of adherence to Section 207(k) of the Fair Labor Standards Act (FLSA), the Township has adopted a working period or cycle of fourteen (14) days as defined in Article 19, Section C known as the "Pitman Cycle" which shall apply to all members assigned to the Patrol Division.

1. It is recognized that Employees will be required to report to duty in advance of the tour starting time. In accordance with this recognition, no overtime shall be paid for a 15-minute period prior to the commencement of a tour. In the event that the workload of the Department permits, Employees may secure their tour of duty 15 minutes prior to the completion of their tour

providing that (1) officers from the on-coming tour of duty are in uniform and ready to work and (2) said employee is not assigned to any active investigation or emergent circumstance, as provided in Article 18, Paragraph D.

In the event an Employee is required to report earlier than the fifteen (15) minute period prior to the tour, the Employee shall be paid the overtime rate for all time worked in excess of the normal hours of work per day.

Provided that an employee has reported at least fifteen (15) minutes prior to the commencement of a tour, overtime for work performed after his shift but contiguous therewith, shall commence fifteen (15) minutes prior to the scheduled end of his regular shift. If the employee has not reported at least fifteen (15) minutes in advance of his regular tour starting time, overtime shall commence at the end of the tour of a normal work day and not fifteen (15) minutes prior to the schedule end.

2. During the course of the Pitman Cycle, officers will work seven (7) twelve (12) hour tours totaling eight-four (84) hours of work. The hours scheduled during the Pitman Cycle in excess of eighty (80) hours will be credited at straight-time to a Kelly Hours account. This calculation will not include hours accrued as a result of a voluntary “shift swap” with another officer.

3. Hours worked beyond the scheduled twelve (12) hour tour of duty will be credited as overtime to be paid or compensated at time and one-half. Hours worked in excess of the eighty-four (84) hours during the fourteen (14) day Pitman Cycle shall be paid or accrued at time

and one-half the officer's hourly rate as required by the FLSA. This calculation will not include hours accrued as a result of a voluntary "shift swap" with another officer. This calculation shall pertain to all officers assigned to the Patrol Division to include officers and supervisors. Nothing in this paragraph shall diminish the minimum compensation for officers who are ordered to duty while not regularly scheduled to work or assigned to Municipal or Superior Court assignments, in accordance with Article 18(E).

4. For pay purposes, the work week will remain a calendar work week of forty (40) hours.

5. Officers will continue to accrue "Kelly Hours" while on vacation, for an on duty injury, personal time, compensatory time, and bereavement leave. Kelly time will not be accumulated while on disability.

6. Time off will be deducted in accordance with the number of hours the officer was scheduled to work on a given tour of duty. "Kelly Hours" cannot be used with anymore than an hourly combination of 2 of the following options: vacation, sick leave, personal time, compensatory time and bereavement leave.

7. Officers shall be entitled to sixty (60) minutes of meal time per regular twelve (12) hour shift worked. This meal time shall be permitted to be used by the officer in two (2) separate thirty (30) minute periods due to the length of the shift. Subject to supervisor recall.

8. Officers shall be entitled to sixty (60) minutes of physical fitness time, six (6) times per Pitman Cycle. 6 Hours per Pitman fourteen (14) day cycle. Subject to supervisor recall.

E. SHIFT DEFINITION AND FUNCTION:

Day shift shall consist of 7:00 a.m. EDT to 7:00 p.m. EDT. Night shift shall consist of 7:00 p.m. EDT to 7:00 a.m. EDT. These shifts will be worked for a continual cycle of a minimum of two (2) months before officers are rotated to the opposite shift, with the option of an early man as defined in Article 19, Section A.

1. A thirty (30) day notice to the officer is required for any management-initiated schedule change unless some type of emergence circumstances exists as deemed by the Chief of Police.

2. Officers shall be permitted to swap shifts upon their mutual agreement, however, no swaps that require an officer to work in excess of sixteen (16) continuous hours will be permitted.

3. In the event of a shift(s) which are forecasted to fall below the minimum manpower requirements, said shift(s) will be offered as overtime. Officer(s) schedule/shift(s) will be changed to fill said shortages only if necessary in accordance with prescribed manpower minimums.

F. CONVERSION OF DAYS TO HOURS:

1. The following conversion will be applicable only to the members of the Patrol Division while working the Pitman schedule.

a. Vacations: Vacation time shall be converted from “weeks” to “hours” at the rate of forty (40) hours equivalent to one (1) week. Vacation time use shall adhere to the parameters outlined in Article 21.

b. Personal Days: Personal time shall be converted from “days” to “hours” at the rate of eight (8) hours equivalent to one (1) day. Personal time use shall adhere to the parameters outlined in Article 22.

c. Funeral Leave: Funeral leave shall remain calculated as “days” in accordance with Article 25. With regard to the Pitman Schedule, one (1) day will be equivalent to twelve (12) hours.

d. Terminal Leave: Terminal leave time shall be converted from “days” to “hours” at the rate of eight (8) hours equivalent to one (1) day. Terminal leave use shall adhere to the parameters outlined in Article 31.

e. Sick Leave: Sick leave time shall be converted from “days” to “hours” at the rate of eight (8) hours equivalent to one (1) day. Sick leave use shall adhere to the parameters outlined in Article 34. Sick time will be accumulated at a rate of eight (8) hours per month.

G. USE OF “KELLY HOURS”:

1. Only four (4) Kelly Hours may be carried over from one year to the following year. This is a result of the accrual of four (4) hours of Kelly time during the final Pitman Cycle of the year. All other Kelly Hours shall be utilized by officers during the year wherein they accrued with the following exceptions:

a. Officers who are unavailable to take accrued Kelly Hours as a result of workmen's compensation, military leave, will be permitted to carry Kelly Hours until their return to duty. Upon their return to duty, affected officers shall be required to use accrued Kelly Hours within the first ninety (90) days of their return, or the equivalent of the accrued hours as converted to days at the rate of twelve (12) hours per day, with regard to whichever is greater.

b. The Township retains the right to compensate employees who accrue in excess of eight (8) Kelly Hours in adherence to Section (a) at the officer's applicable overtime rate at the time that the hours were accrued.

2. It is incumbent upon officers to ensure their use of Kelly Hours within the annum during which the hours are accrued. Officers who maintain an excess of eighty (80) Kelly Hours that remain unscheduled for use may be directed to schedule use of the time by their supervisor(s) unless an emergent situation exists.

3. Use of Kelly Hours may be denied where the use thereof will create overtime, with the exception of its combination with other previously annotated types of leave.

H. TEMPORARY ASSIGNMENTS:

1. Officers regularly assigned to the Patrol Division who are assigned temporarily to specialized units or administrative detail in excess of two (2) weeks in duration will not accrue any Kelly Hours during said period of assignment, unless assigned to work twelve (12) hour shifts.

2. Officers on special assignments shall be permitted use of accrued Kelly time.

3. Officers assigned to a training course less than two weeks in duration shall be excused from their regularly scheduled tour of duty to attend the training course(s). In the event that a training course is scheduled during days that the officer is not normally scheduled to work, the officer shall be given an equal number of days off of regularly duty in compensation or compensated at one and one-half his normal rate.

I. STANDBY, OVERTIME AND STAFFING:

1. Standby List: For the purpose of quickly filling shifts that may fall below minimum manpower, the Department will create a “standby” list. The standby list will be posted at the supervisor’s desk and will annotate all shifts that have fallen to minimum manpower. Next to each shift, spaces will be provided for two officers to place their badge number. In the event that the shift falls below minimum manpower, officers on the standby list will be contacted, by seniority, to fill the shift for overtime. List to be put in POSS as a Standby List for overtime.

2. Overtime Shift: When it becomes necessary for officer(s) to work overtime to fill a shortage of manpower on a shift, and the standby list system referred to above in paragraph (a)(1) has not resolved the particular manpower shortage, the following procedures shall be followed:

a. On-duty officers will be notified of the shortage and permitted to attempt to make arrangements to split the shift with another officer(s).

b. In the instance that no officer can be located to fill the shift, an officer on the previous shift will be held a maximum of four (4) hours. Commensurately, an officer from the following shift shall not be ordered-in to fill any more than four (4) consecutive hours of overtime immediately prior to his regularly scheduled shift.

3. Staffing:

a. Officers acknowledge that it is incumbent upon them to be available for overtime and will avail themselves as often as possible.

J. It is recognized that Employees will be required to report to duty in advance of the tour starting time. In accordance with this recognition, no overtime shall be paid for a 15-minute period prior to the commencement of a tour. In the event that the workload of the Department permits, Employees may secure their tour of duty 15 minutes prior to the completion of their tour providing that (1) officers from the on-coming tour of duty are in uniform and ready to work and (2) said Employee is not assigned to any active investigation or emergent circumstance, as provided in Article 18, Paragraph D.

In the event an Employee is required to report earlier than the fifteen (15) minute period prior to the tour, the Employee shall be paid the overtime rate for all time worked in excess of the normal hours of work per day.

Provided that an employee has reported at least fifteen (15) minutes prior to the commencement of a tour, overtime for work performed after his shift but contiguous therewith, shall commence fifteen (15) minutes prior to the scheduled end of his regular shift. If the employee has not reported at least fifteen (15) minutes in advance of his regular tour starting time, overtime shall commence at the end of the tour of a normal work day and not fifteen (15) minutes prior to the scheduled end.

K. SCHEDULING REVIEW COMMITTEE:

1. The PBA President shall create a schedule committee of four (4) members, consisting of two (2) PBA members and two (2) SOA members assigned to the Patrol Division over which he or his Executive Board designee will preside as Chairman. The purpose of this committee will be to work with management to address any unforeseen problems created by the implementation of the Pitman schedule and to suggest solutions to said problems.

2. Mutually-agreeable solutions between the PBA may be implemented as an alteration, deletion or addition to this Article and will be considered binding.

3. The PBA scheduling committee shall meet with the Chief of Police after six (6) months from the date of implementation for the purpose of identifying and addressing any concerns and for the purpose of evaluating the Pitman schedule's effectiveness.

4. In the first year of the “12 hour Pitman Schedule” the PBA scheduling committee and the Chief of Police shall meet after the 4th month, the 8th month and after 1 year to review and evaluate this schedule and after that as then needed by the Chief of Police.

5. Either party/side shall give notice no later than sixty (60) days prior to the end of the first year to cancel the Pitman 12 hour schedule and make every effort to come up with a mutually agreed upon schedule.

6. If mutual agreement is not achieved the Township may revert to a schedule in accordance with the requirements of Article 18 in the 2004-2006 Collective Bargaining Agreement.

ARTICLE 20

HOLIDAYS

A. The following shall be recognized as Holidays under this Agreement, paid at eight (8) hours straight time:

- | | |
|-------------------------------------|-----------------------|
| New Year's Day | Washington's Birthday |
| Good Friday | Memorial Day |
| Independence Day | Labor Day |
| Columbus Day | General Election Day |
| Veteran's Day | Thanksgiving Day |
| Christmas Day | Lincoln's Birthday |
| Martin Luther King's Birthday | |
| Each Individual Employee's Birthday | |

B. Effective January 1, 2006 for all employees, holiday pay shall be included into the employee's base salary of the bi-weekly pay for purposes of pension contributions. The holiday pay shall be paid bi-weekly as part of the normal regular periodic bi-weekly paychecks. This holiday pay shall be paid for 112 hours. From this amount, the Township shall deduct 8.5% annually from the gross amount of holiday pay. The result shall be the holiday pay per year for an employee. This holiday pay shall not, however, be used for calculation of overtime or for calculation of the following years base salary.

ARTICLE 21

VACATIONS

A. All Employees covered by this Agreement who have had the length of continuous employment specified in the Table of Anniversary Dates following, shall be entitled to the working time shown as a vacation with pay, at his regular rate of pay:

- a) Second through fifth year Two (2) weeks
- b) Sixth through tenth year Three (3) weeks
- c) Eleventh through fifteenth year Four (4) weeks
- d) Sixteenth through twentieth year Five (5) weeks
- e) Twenty-first and over Six (6) weeks

B. All vacation time shall be taken during the calendar year and shall not be cumulative, deferrable, nor compensable in any other manner, except if an Employee is out of work on a work-related injury and/or Workmen's Compensation, and is unable to use his allotted vacation and personal days. In this situation the vacation days that are carried over must be used within the first ninety (90) days of an Employee's return to full duty, as long as the use of said vacation time does not result in the Township incurring additional overtime liability as a result of the utilization of this carried over vacation time.

C. Police officers hired January 1, 1989 and thereafter will be limited to a maximum of five (5) weeks vacation. Said Employees will be entitled to the five (5) weeks annual vacation at the start of their 16th year of service.

ARTICLE 22

PERSONAL DAYS

A. All Employees covered by this Agreement shall be entitled to take up to five (5) days off per year, with pay, so as to conduct those personal matters which can only be conducted on regular business days. Only one (1) of the five (5) personal days shall be charged against the Employee's accumulated sick leave.

1. The election of days to be taken shall be subject to the advanced approval of the Chief of Police.

B. All requests for personal days shall be submitted, in writing, to the Chief of Police through the normal chain of command no less than one (1) day prior to the requested time off.

1. The Chief of Police may waive the one (1) day requirement, at his discretion, in an emergent situation.

C. Personal days must be taken one (1), two (2), three (3), four (4) days or five (5) days consecutively or any combination thereof.

D. Personal days shall not accumulate from year to year, except if an Employee is out of work on a work-related injury and/or Workmen's Compensation, and is unable to use his allotted vacation and personal days. In this situation the personal days will be carried over into the following year and must be used within the first ninety (90) days of the Employee's return to full duty, as long as the use of said personal days does not result in the accrual of any additional overtime liability on the part of the Township.

ARTICLE 23

JURY DUTY

A. It is the public policy of this Township to encourage Township Employees to perform all their duties and responsibilities of citizenship and accordingly, if the Township Employee is legally selected for Jury Duty, every effort shall be made to enable such Employee to serve as a juror.

B. To the end that Department Heads and the Township Government shall use every reasonable endeavor to aid such Employee in performing Jury Duty, each Employee shall be paid for time served as a Juror in such amount as will compensate the Employee for any loss sustained by the Employee, being the difference between the amount of salary and Juror's compensation for the days required in service as a Juror.

ARTICLE 24

LEAVES OF ABSENCE

A. Leaves of absence, without pay, may be requested by an Employee who shall submit, in writing, all facts bearing on the request to the Chief of Police through the normal chain of command, who will append his recommendation and forward the request to the Township Administrator. Each case shall be considered on its merit and without establishing a precedent.

ARTICLE 25

FUNERAL LEAVE

A. Every Employee shall be granted leave, with pay, upon the death of a member of his family. Such leave shall be from the day of the death up to and including the day of burial, but not to exceed three (3) days. If the funeral is outside the State of New Jersey, additional travel time up to a maximum of five (5) days, if necessary, may be granted upon receiving prior approval for the same by the Chief of Police.

B. Family for the purpose of applying paragraph A above shall include: spouse, children, parents, brothers, sisters, and grandparents; spouse's parents, grandparents, brothers or sisters; or the death of a relative who resides with the Employee or with whom the Employee resides.

C. Every employee shall be granted leave, with pay, not to exceed one day of bereavement upon the death of an uncle, aunt, niece or nephew for the purpose of attending funeral services.

ARTICLE 26

SALARIES

The annual base salary for each of the classifications shown shall be as set forth in this Article. All permanent full-time Employees, as defined in this Agreement, shall be paid on the basis of an annual salary. For the purposes of computing overtime, holiday pay, longevity, and any other benefits determined and based upon an hourly rate, the hourly rate as set forth in this Article shall be used for such computations.

In the computation of retirement contributions, those amounts paid to the individual Employee for longevity under Article 28, for college credits under Article 32 and holiday pay under Article 20 should be included in the base pay of each Employee and his salary shall be increased by the amount due to him for Longevity, College Credits and holiday pay as provided otherwise herein. Therefore, to comply with the pension regulations, the payments for Longevity, College Credits and holiday pay shall be paid in regular, periodic installments in accordance with the payroll cycle of the employer.

Salary Guides - The applicable salary guides for Patrolmen and Detectives are annexed hereto as Appendices "A" and "B".

ARTICLE 27

TEMPORARY PROMOTIONS

A. Whenever a Patrolman is assigned, in writing, under the authority of the Chief of Police to a higher classification involving and performing higher responsibilities, said Patrolman shall be paid at the hourly rate of said classification.

B. Temporary Assignments to Detective Bureau and Patrol.

It is the intent of this provision to comply with General Order 99-3, which is hereby incorporated in its entirety and is set forth below. The purpose of this provision is to set forth the method by which a police employee holding a rank of Patrolman is to be compensated when the employee is assigned by the Chief of Police to Detective Bureau on a temporary basis. This shall also provide for the compensation to receive by a full-time Detective on a temporary assignment to the Patrol Division.

I. PURPOSE

The temporary assignment to the Detective Bureau is to provide additional training to personnel. The temporary assignment provides for additional exposure to the investigative process, exposure to a wider variety of cases, and additional training which may not be necessarily be available to the Patrol Division. At temporary assignment to the Detective Bureau is an assignment, not a promotion.

II. POLICY

A. It shall be the policy of this Department that compensation for a temporary assignment will not include the salary differential received by a “full time” Detective. Personnel assigned to the Detective Bureau on a temporary basis shall remain at the compensation that they were receiving in the Patrol Division. In addition, any further compensation based upon the annual salary of the employee shall remain to be based upon the annual salary of that employee. This shall include any on-duty overtime, Holiday pay, and longevity.

B. Any “full time” Detective that is to be reassigned to the Patrol Division on a temporary basis shall continue to receive compensation at the annual salary he/she was receiving as a “full time” Detective. Any compensation based upon the annual salary, i.e. overtime, Holiday pay, and longevity, shall be paid at a rate based upon his/her annual salary as full time Detective.

C. Clothing allowances for temporary members of the Detective Bureau and full time members of the Detective Bureau that are temporarily assigned to the Patrol Division shall be as follows:

1. Three hundred twenty-five dollars (\$325.00) shall be put on account with the vendor responsible for providing uniform clothing for the police department.

2. Five hundred twenty-five dollars (\$525.00) shall be provided to the employee in the form of a check for the purchase of plain clothes. (Members on

temporary assignments receive one-half of each Division's clothing allowance because they worked one-half of the year with each Division).

ARTICLE 28

LONGEVITY

A. 1. Each Employee shall be paid, in addition to his current annual base salary, a longevity increment based upon his years of continuing employment in the Police Department of Wall Township, in accordance with the following table of anniversary dates:

| | | |
|----|---|-----|
| a) | Upon completion of three (3) years | 2% |
| b) | Upon completion of five (5) years | 4% |
| c) | Upon completion of ten (10) years | 6% |
| d) | Upon completion of fifteen (15) years | 8% |
| e) | Upon completion of twenty (20) years | 10% |

2. Effective September 1, 1998, the longevity schedule for new employees, hired after September 1, 1998 shall be as follows:

| | | |
|----|---|-----|
| a) | Upon completion of six (6) years | 2% |
| b) | Upon completion of eight (8) years | 4% |
| c) | Upon completion of ten (10) years | 6% |
| d) | Upon completion of fifteen (15) years | 8% |
| e) | Upon completion of twenty (20) years | 10% |

B. Each Employee shall be paid, in addition to his current annual wage, longevity increments which shall be added into the Employee's base salary, based upon his years of continuous employment with the Wall Township Police Department in accordance with the schedule herein provided. Each Officer shall qualify for his longevity increment on the date of the anniversary of his employment, and such increment shall be paid from, and after such date, and become part of the regular base pay.

C. In computing longevity pay which may become due to any such Employee of the Police Department only the annual base salary in effect on the fifteenth (15th) day of December for each Employee shall be used.

ARTICLE 29

PENSIONS

A. The Township shall continue to make contributions as heretofore to provide pension and retirement benefits to Employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to the provisions of the statutes and laws of the State of New Jersey.

ARTICLE 30

INSURANCE BENEFITS

A1. The Township shall provide all future retired Employees, who are eligible for full or special retirement under the Police and Firemen's Pension Plan, or an accidental disability retirement, paid up health insurance for themselves and their dependents as set forth in this Agreement in the following classifications:

- (a) Hospital Insurance
- (b) Surgical Insurance
- (c) Major Medical Insurance

A2. The Township shall provide all future retired Employees, who are eligible for ordinary disability retirement with at least seven (7) years service with the Township, paid up health insurance for themselves and their dependents as set forth in this Agreement in the following classifications:

- (a) Hospital Insurance
- (b) Surgical Insurance
- (c) Major Medical Insurance

B. The benefits provided in this Article shall not terminate upon the employment by any other organization or person after the Employee is retired from the Township of Wall Police Department, unless that employee is covered with the same or similar insurance by a future employer, but they shall terminate upon reaching age of eligibility for Medicare or Medicaid, whichever occurs first.

1. If an Employee is retired for a disability incurred while in the line of duty, such benefits shall not terminate upon attaining the age of eligibility for Medicare and/or Medicaid.

C. The cost of Medicaid and/or Medicare shall be borne by the retired Employee.

D. The Township will continue to provide, at no cost to the Employee, hospitalization, surgical and major medical coverage with benefits equal to those in effect for active employees at the time of coverage, including spouse and dependents as defined for active employees.

E. A booklet describing the foregoing benefits will be provided to all Employees of the Township of Wall Police Department.

F. The Township reserves the right to select the insurance carriers and/or networks for said plan, provided the benefits package and benefits are equivalent or are better than those in existence in the current plan.

G. Each full-time Employee with ninety (90) days service shall be enrolled in the Temporary Disability Insurance Plan maintained and paid on a non-contributory basis by the Township. The benefit shall terminate upon the Employee's separation from Township service.

1. Any Employee on sick leave and receiving his normal compensation who, in addition qualifies for disability insurance payments shall be entitled during the period he is receiving disability payments to only that portion of his regular salary, which, with the disability payments, equals his regular weekly salary.

2. Absence from work resulting from disability not incurred in the course of employment with the Township shall be charged against the Employee's accumulated sick leave, but only to that portion of his regular salary not paid by the disability insurance.

H. The Township shall provide an auxiliary package of insurance coverages including dental insurance, prescription eyeglass insurance and prescription drug coverage. Effective January 1, 2007, the Employee contributions for the auxiliary package of insurance coverages shall be increased by \$2.00 per pay period per year. The 2007 rates therefore shall be \$22.00 for single coverage and \$33.00 for family coverage. The 2008 rates therefore shall be \$24.00 for single coverage and \$35.00 for family coverage. The 2009 rates therefore shall be \$26.00 for single coverage and \$37.00 for family coverage. The 2010 rates therefore shall be \$28.00 for single coverage and \$39.00 for family coverage.

I. The auxiliary insurance package available at no cost to the Employee through the year 1992 and at the cost set forth above in Section H shall include the spouse and dependent children under nineteen (19) years of age, students under the supplemental coverage up to twenty-three (23) years of age.

J. The prescription coverage to be provided shall require, effective January 1, 2004, that the co-payment for prescription drugs be Five Dollars (\$5.00) for each prescription filled for generic drugs and Ten Dollars (\$10.00) for each prescription filled for non-generic drugs.

K. The Township will allow all future retired Employees to purchase prescription coverage in accordance with Article 30, Paragraph J, at the Group Rate cost to the Township.

L. The Township retains the right to change Auxiliary Insurance Carriers provided the insurance coverage and benefits are equivalent or are better.

M. The Township agrees to provide reasonable advance notification to the Employees of any change in insurance carriers.

N. For each member of the insured's family, each family member shall have dental coverage of \$1,400 for 2007, 2008, 2009 and 2010.

O. The Township of Wall will arrange a minimum of two (2) open enrollment periods each year that employees can sign up for long term disability benefits.

ARTICLE 31

TERMINAL LEAVE

A. An Employee of the Department who retires or is disabled and is eligible for pension under the New Jersey Police and Firemen's Pension System shall be entitled to elect a terminal leave as set forth in Section Two (2) below.

B. Terminal leave shall be leave with full pay taken immediately preceding an expected date of retirement, whether due to disability or not. The Maximum number of paid leave days shall not exceed one hundred twenty-five (125) days and shall be calculated at the rate of one-half ($\frac{1}{2}$) a day's pay, at the rate in effect at the time when the leave begins, for each full day of unused accumulated sick leave up to a maximum of two hundred fifty (250) unused accumulated sick leave days.

C. An Employee who shall take a terminal leave pursuant to the provisions of this Article shall not be entitled to collect a lump sum payment for unused accumulated sick leave as provided in this Article; it being the intention of the parties that the benefit of terminal leave is in lieu of any lump sum payment for unused accumulated sick leave and not in addition thereto.

D. Lump Sum Payment for Accumulated Sick Days.

1. Under separation in good standing from service, or upon retirement, if no terminal leave is taken, each permanent, full-time Employee, or his widow, or his next of kin as the case may be, shall be entitled to one-half ($\frac{1}{2}$) day's pay, at the rate of pay in effect at the time of separation, death or retirement, for each full day of unused accumulated sick leave, up to a

maximum of two hundred fifty (250) days for unused accumulated sick leave, in a lump sum payment payable at the time of separation, death or retirement. Payment is to be made to either the Employee, or his widow, or next of kin as whatever the case may be.

2. Upon the death of an Employee in the line of duty as a result of suffering a traumatic injury, as that term is defined by judicial decisions relating to applications for accidental disability retirements, the Employee's beneficiary shall be paid for a maximum of 250 sick days at a rate of one day's pay for each day of unused sick leave.

E. Unless an Employee gives at least two weeks notice of resignation, such resignation should be considered not in good standing and the Employee will not be paid for all accumulated and unused leave days.

ARTICLE 32

EDUCATION INCENTIVE PAY

A. In addition to the amount to be paid as annual base salary and longevity pay, each regular full-time Employee of the Department who has achieved the rank of Patrolman third (3rd) grade or higher, and who has been an Employee of the Wall Township Police Department for at least three (3) consecutive years, and who has successfully completed or has completed a course or courses of instruction as herein described, shall be paid an additional yearly sum for each credit earned or approved as herein provided. Such additional payment shall be known as “Educational Incentive Pay”, and shall be at the annual rate of Twenty Dollars (\$20.00) per credit. Any Employee seeking such benefit must have been eligible for the same on June 30th of each calendar year, and shall have complied with all other provisions of this Article.

1. Such Educational Incentive pay shall be added into the Employee’s base salary, based upon the provisions herein provided.

B. Except as hereinafter provided, in order for courses to be eligible for Education Incentive Pay, they shall be courses given by an accredited college which are completed with a grade of “C” or better or the equivalent thereof. All such courses shall be undertaken on the Employee’s own time and expense. Courses of instruction required by laws, ordinances, or resolutions of the Federal, State, County or Township governments and taken at the Township’s expense, shall not be eligible for Education Incentive Pay.

C. Eligibility of such courses for payment shall be as follows:

1. Prior to attainment of an Associate or Baccalaureate Degree, an Employee will be eligible to receive payment for credits earned only in actual law enforcement courses, being those 'core courses' which are specifically required by education institutions for a degree in law enforcement or criminal justice. Employees shall not be entitled to payment for credits earned for any elective or general education courses even though required for a degree in law enforcement, or for any courses successfully completed at the New Jersey State Police Academy, even if those courses have been accepted and credited by a college. Payment shall be limited to a maximum of sixty (60) credits.

2. Upon the attainment of an Associates or Baccalaureate Degree, in any major field selected by the Employee, an Employee will be eligible to receive payment for credits earned in courses taken in pursuit of the degree up to a maximum of sixty (60) credits, including elective or general education courses and courses successfully completed at the New Jersey Police Academy, if those courses have been accepted and credited by a college and provided that a minimum of twenty (20) credits in actual law enforcement courses have been earned over and above the elective, general education and New Jersey State Police Academy courses. No payment will be made either prior to or subsequent to the attainment of a degree for any course for which credit was obtained by means of an examination, such as CLEP credits, or by any other means except classroom attendance at regularly scheduled classes at the institution.

3. The foregoing prohibition against eligibility of CLEP courses, or similar courses for which credit was obtained by means other than classroom attendance, shall not apply

to any Employee who was in the employ of the Township on July 30, 1982, and who has attained an Associates or Baccalaureate Degree on or before that date.

D. All Educational Incentive Pay shall be computed on the total allowable certified credits possessed by the affected Employee of the Police Department as of June 30 of each year.

E. An employee who intends on going to college, will submit a letter of intent to attend college to the Chief of Police no later than November 30 of the preceding year. Bills will be paid no later than sixty (60) days after submission to the Chief of Police, his designee or the Township. The Employee will submit to the Township Administrator a proper certification from the institution attended by the said Employee setting forth a course of study and credit hours completed and grade received for such courses previously submitted by the Employee as aforesaid.

F. Once the Employee has submitted a certified degree and qualified for payment as set forth in Section C.2. the Employee need not submit certification from year to year thereafter, and payment for the number of credits allowable pursuant to Section C.2. shall then be made automatically from year to year thereafter.

G. Following the completion of sixty (60) College credits Employees who elect to further their education toward any field of study of their choosing at any accredited college, in the pursuit of a Degree will be eligible for reimbursement for all tuition and textbooks, for courses successfully completed with a "C" grade or better. Said reimbursement shall be made to the Employee within thirty (30) days of receipt by the Township of an executed voucher supported

by documentation of course completion and grade acquisition together with invoices for tuition and books.

H. Employees hired on or after 1/1/89 will not be eligible for “Education Incentive Pay” as set forth in Article 32. Employees hired after 1/1/89 will be eligible to further their education as stipulated in Paragraph G of Article 32, provided that said Employees pursue their education in the field of Criminal Justice or in any other program approved by the Chief of Police.

ARTICLE 33

IN-SERVICE TRAINING

A. The Chief of Police may, at his discretion and upon the approval of the Township Committee, permit time off without loss of pay for Employees to attend courses or instruction and training with necessary tuition and costs to be paid by the Township at such institutions of learning as may be recommended by the Chief of Police and approved by the Township Administrator.

B. The members of the Bargaining Unit are also granted the right to use three (3) one-hour periods per week for physical fitness training. This time off is to be granted without loss of pay.

C. Effective September 1, 1998, if an Employee goes to school overnight, the Township will pay up to \$50.00 per day for food and also pay for lodging. Receipts will be submitted to the Township.

D. A choice of lodging will be either arranged or approved by the Township. No other room charges will be paid by the Township other than those necessary and not discretionary.

ARTICLE 34

SICK LEAVE

A. Sick Leave, with pay, shall be credited to each permanent full-time Employee on the basis of one (1) day per month of continuous service with no maximum limit and commencing from January 1, 1969 or date of employment, whichever is later. Any Employee shall be permitted to use sick leave for their own illness or injury or illness or injury of any household family member.

B. In all cases reported illness or disability, the Township reserves the right to have a physician, designated by the Township, examine and report on the condition of the patient-Employee to the Chief of Police and the Township Administrator.

C. When the absence on account of illness or disability does not exceed three (3) days, normally, the Employee's statement of the cause will be accepted without supporting statement from his attending physician, although the Township may have an Employee examined by a licensed physician, at any time if it elects to do so. The Township also reserves the right to waive this requirement or to require the Employee to be examined by a physician designated by the Township and to have the Employee certified as fit for duty before the Employee returns to work.

D. During protracted periods of illness or disability, the Township may require interim reports on the condition of the patient-Employee at weekly or bi-weekly periods from the attending physician and/or a physician designated by the Township. When under medical care,

Employees are expected to conform to the instruction of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

E. The Township Clerk will receive record cards for each Employee, upon which he/she will record a total sick leave. All absences will be maintained upon these cards and all Sick Leave earned and consumed or used for each completed continuous service year will be shown on this record. Employees having exhausted all their sick leave will not receive any further Sick Leave or compensation in lieu thereof until same has been accumulated and earned by the Employee's subsequent service.

F. Where Employees have left the Township's employ and subsequently are re-employed, the date of re-employment is to be used as the Employee's service date with the Township for the purposes of crediting Sick Leave.

G. Sick Leave may be allowed for ordinary dental care and for the services of an oculist for normal eye care when such professional services are not readily available outside of work hours.

H. An Employee who is certified as absent on account of a disability or accident caused in the usual hours of his employment and directly in the line of duty, shall not have such absence charged against his Sick leave.

I. Nothing contained herein shall be considered to be in derogation of, or restrictive of any Statute now in effect limiting the period during which Municipal Employees may be compensated for leave on account of disability or of illness; such as R.S. 40:11-8 and 40:11-9

pertaining to the Police Department, but these provisions are to be construed and administered in conjunction therewith.

J. Maternity Leave

1. A female employee who is pregnant, shall notify the Chief of Police or his designee within twenty (20) days of her being notified by her doctor that she is pregnant.

2. The pregnant member may continue her regular police assignments for as long as she is able. When the employee and her physician deem that she is not able, the pregnant employee and her physician shall notify the Chief of Police or his designee in writing that she believes she should be assigned to light duty. The Chief of Police may accept the employee's physician's certification or send her to a Township physician in the Chief's discretion. If the employee is deemed not able to perform full duties, the Chief shall assign the pregnant employee to light duty until the pregnant employee and her doctor indicate in writing they believe she is unable to perform the duties and job. In this case, the Chief again has the option of accepting the certification of the employee's physician or sending the employee to the Township physician.

3. The pregnant employee shall be temporarily transferred to a light duty assignment that she is capable of performing without injury to her health status as being pregnant, when she is no longer able, as medically certified above, to perform full duty.

4. The pregnant member may wear appropriate civilian attire, when, during the term of her pregnancy, it is such that wearing the basic uniform would be impractical, except if the Township at its sole discretion provides appropriate uniforms for the pregnant employees

physical condition. Such civilian attire must be in accordance with the standards established by the Township, however.

5. When the term of the pregnancy is ended, the Township may require the employee to have her attending physician, or send the employee to a Township physician, to complete a report recommending to either return to full-duty status, limited on-duty status or temporary off-status.

6. If the employee, because of her status as being pregnant, is unable to do any job while she is pregnant, then the employee may use any and all sick days, vacation days, holidays, and/or personal days while she is out pregnant and unable to work.

7. a. If during the term of the employee's pregnancy, she is using sick days and/or vacation days for time off, then the employee shall continue to accrue any and all benefits that she is entitled to under this contract, including medical insurance, sick days, vacation leave, seniority, etc., and all statutory benefits provided by New Jersey and Federal law.

b. If the employee during the term of her pregnancy, is out on disability, then the employee shall not accrue sick and vacation days, but the employee shall continue to accrue any and all other benefits that she is entitled to under this contract, including medical insurance, seniority, and all other statutory benefits provided by New Jersey and Federal law.

K. If an employee has a non-work related injury, i.e. not covered by workers' compensation, and if the employee is totally absent from work, after using all of his or her sick days, personal days, vacation days, and compensatory time, for twelve (12) consecutive months,

then the employee may be terminated. For example, if an employee has a non-work related injury, and uses all accumulated leave time for that employee consisting of five (5) sick days, two (2) personal days, ten (10) vacation days and eight (8) compensatory days for a total of twenty-five (25) days, then after using those twenty-five (25) days, the employee is absent from work for twelve (12) consecutive months, then the employee may be terminated.

ARTICLE 35

PHYSICAL EXAMINATIONS

A. The Township agrees to provide annual physical examinations at no cost to the Employee for every member that is thirty-five (35) years or older. All physicals will be conducted during the months of September or October each year.

B. The Chief, or his designate, shall notify all such Employees of the Police Department, in writing, of the date, time and place of the appointment with the Township Physician, or other physician designated by the Township.

1. The appointment for physical examinations shall be scheduled on the Employee's own time, not subject to the provisions of the Overtime Procedures as set forth in this Agreement.

C. The Township physician shall examine those Employees of the Police Department in accordance with the schedule of appointment as established by the Chief of Police. The Township may fund, pay for, or through the Township insurance provide for these medical examinations.

D. Upon completion of such examinations, the Township Physician shall prepare and submit a report, in writing, including such recommendations as he deems appropriate in the best interests of each Employee. The original and two copies of the report shall be distributed as follows:

1. Original: Chief of Police - Employee's Personnel File
2. Copy: Employee's Personnel File
3. Copy: Employee's Personal Physician

The physician's report will only indicate a "pass" or "fail" evaluation indicating whether or not the Employee is fit for duty.

ARTICLE 36

FALSE ARREST AND LIABILITY INSURANCE

A. The Township shall procure, maintain, and provide for all full-time, permanent Employees of the Police Department professional liability insurance coverage, at no expense to the Employee, to include libel, slander, defamation, or violation of right or privacy, occupancy, or false arrest, detention or imprisonment, or malicious prosecution and assault and battery.

1. Such insurance limits shall be One Hundred Thousand (\$100,000.00) Dollars per person; Three Hundred Thousand (\$300,000.00) Dollars per occurrence; and Five Hundred Thousand (\$500,000.00) Dollars aggregate.

B. That since it is against public policy, insurance cannot be obtained for punitive damages, the Township shall not be obligated to provide insurance coverage for punitive claims, nor shall the Township be obligated to pay or indemnify any Employee for any judgment rendered against the Employee for punitive damages.

C. The Employee may pick the attorney of his choice at the discretion of the Township's insurance carrier.

D. During the first year of employment, all new employees shall be covered by Article 36.

ARTICLE 37

SAVINGS CLAUSE

A. It is understood and agreed that if any provisions of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

B. If any such provisions are so invalid, the Township and the PBA shall meet, forthwith, for the purpose of negotiating changes made necessary by the application of the law.

ARTICLE 38

DURATION

A. The Township and the PBA shall meet as required by New Jersey Statute and shall bargain in good faith in attempt to amicably resolve a successor contract.

B. If negotiations have not been concluded prior to the termination of this Agreement, or if negotiations have not been conducted as set forth in the Collective Bargaining Procedure in this Agreement, this Agreement shall remain in effect during the continuous negotiations until such time as a mutually accepted Agreement has been signed, or a ruling has been rendered by Binding Arbitration.

C. This Agreement shall be in effect as of, and retroactive to January 1, 2007, up to and including December 31, 2010 unless otherwise specifically provided in this Agreement.

ARTICLE 39

GRADES AND RANKS

A. The Township shall issue a complete list of requirements necessary for the advancement of Employees through Grades and Ranks of the Police Department. Such list shall show all prerequisites for advancements through Grades and Ranks and shall include references to present ordinances adopted regarding advancement in Grades and Ranks.

1. Such list shall contain the requirement of “merit” with an express definition thereof.

B. The Township agrees to issue such list of requirements within two (2) months after signing of this Agreement, and agrees not to change, delete, or add requirements to the list within six (6) months prior to the promotional procedure to advance any Employee in Grade or Rank.

1. In the event that the Township, or its designee, changes, deletes, or adds any requirements to the list, the Township shall notify the PBA Local President a minimum of sixty (60) days prior to the adoption of the changes, deletions, or additions, and the PBA Local President shall have the right to consult with the Township, or its designee, in regards to the proposed changes.

C. The Township agrees that Grade and Rank lists shall not affect Employees in Grade or Rank at the time of adoption, and that any list issued or adopted in the future shall not affect Employee’s status in Grade or Rank at the time of adoption.

D. Any Employee who receives a favorable recommendation under the merit criteria for advancement in grade will be promoted to the next grade effective on his anniversary date. The Township agrees to budget sufficient funds to pay for said promotions during the term of the Contract.

E. Nothing herein shall abrogate or diminish the Township's right as managerial prerogative under law as to promotions.

ARTICLE 40

MANAGEMENT RIGHTS

A. The Township reserves to itself the sole jurisdiction over matters of police and retains all rights conferred by applicable laws and regulations to do the following:

1. To direct Employees of the Township.
2. To hire, promote, transfer, assign, and retain Employees in positions in the Township, and to suspend, demote, discharge, or take other disciplinary action against Employees in accordance with all applicable laws and decisions of the State of New Jersey or the Federal Government with just cause.
3. To maintain efficiency in the Township and in the operation entrusted to them.
4. To determine the methods, means, and personnel by which operations are to be conducted.
5. To take whatever other lawful actions may be necessary to carry out the matters of the Township; and to carry out, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it, by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decisions or by appropriate Courts of competent jurisdiction.

B. In recognition of the aforementioned Section, the Township and the PBA agree, that in the event that a decision is made by the Township, or its designee, affects the Employees,

as defined by this Agreement, and that such decisions alters conditions of employment at the time of such decision, and does not conflict with the provisions of this Agreement, the PBA Local President shall have the right to consult with the Township; or its designee, on such changes, prior to the implementation of the changes.

ARTICLE 41

NO STRIKE CLAUSE

A. The PBA Local will not cause, nor will the PBA Local sanction or support any Member who takes part in any strike, sitdown, sickout, slowdown, in any operation of the Township, or any curtailment of the work or restriction of services or interference with the operation of the Township, or any picketing while in an on-duty status, during the term of this Agreement.

B. The Township shall have the right to discipline, up to, and including, discharge of any Employee who instigates or gives leadership to or participates in any strike, sickout, work slowdown, or curtailment of work during the term of this Agreement. Any disciplinary action meted out or imposed by the Township hereunder shall not be subject to the Grievance Procedure of this Agreement.

1. The Township agrees that any disciplinary action taken as a result of an act or actions by Employees, as defined by this Agreement shall be subject to the procedures as set forth in Article 11 (Discipline).

C. The provisions of this Article shall not be subject to Grievance for the purposes of assessing damage or securing specific performance or any other matter, such matters of law being determined and enforceable in the Court.

D. During the term of this Agreement, the Township agrees that there shall be no lockouts of any member of the PBA Local.

ARTICLE 42

LIGHT DUTY

A. The Police Department's light-duty policy will be implemented for both off-duty and on-duty injuries. The light duty will be approved by the Township approved Physician and will be at the sole discretion of the Chief of Police.

B. The Police Department shall have a light duty policy pursuant to the maternity leave provisions of this contract and pursuant to New Jersey law and Federal law. The light duty assignments shall be approved by the pregnant employee and her physician, not the Township physician or the Chief of Police.

ARTICLE 43

APPLICABILITY OF TOWNSHIP OF WALL HANDBOOK

If the provisions of the Township of Wall Employee Handbook contradict or are in conflict with this Agreement, then this Agreement shall govern and those provisions of the handbook will not apply. It is agreed the following provisions of the handbook, although not limited to these, shall not apply: 4.5d - the use of comp time within one year, 4.6c - 6 months absence and an employee may be terminated, 4.1 - Probationary Period and 4.6c.

ARTICLE 44

FULLY BARGAINED CLAUSE

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which here or could have been 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 of the parties at the time they negotiated or signed this Agreement.

The parties hereunto set forth their consent to enter into this Agreement and are hereby bound by the terms of it:

LOCAL NO. 234, NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION

DATE: _____ By: _____
DAN DONLON, PRESIDENT

DATE: _____ By: _____
_____, STATE DELEGATE

TOWNSHIP OF WALL, MONMOUTH COUNTY
STATE OF NEW JERSEY

DATE: _____ By: _____
ROBERT PETERS, MAYOR

ATTEST:

LORAIN KUBACZ, TOWNSHIP CLERK

APPENDIX "A"

SALARIES

PATROLMAN SALARY GUIDES FOR 2007 THROUGH 2010

| <u>Patrolman</u> | <u>2007</u> | <u>2008</u> | <u>2009</u> | <u>2010</u> | Hired prior to 1/1/01 |
|------------------|-------------|-------------|-------------|-------------|------------------------------|
| Probationary | \$44,879.68 | \$46,585.11 | \$48,355.35 | \$50,192.85 | |
| Grade 6 | 58,943.93 | 61,183.80 | 63,508.78 | 65,922.12 | |
| Grade 5 | 73,758.58 | 76,561.40 | 79,470.74 | 82,490.62 | |
| Grade 4 | 79,301.98 | 82,315.45 | 85,443.44 | 88,690.29 | |
| Grade 3 | 81,335.35 | 84,426.10 | 87,634.29 | 90,964.39 | |
| Grade 2 | 83,368.74 | 86,536.76 | 89,825.15 | 93,238.51 | |
| Grade 1 | 90,704.00 | 94,150.75 | 97,728.46 | 101,442.16 | |

| <u>Patrolman</u> | <u>2007</u> | <u>2008</u> | <u>2009</u> | <u>2010</u> | Hired after 1/1/01 and before 1/1/07 |
|------------------|-------------|-------------|-------------|-------------|---|
| Probationary | \$36,336.64 | \$37,717.44 | \$39,150.70 | \$40,638.42 | |
| Grade 6 | 58,532.40 | 60,756.64 | 63,065.39 | 65,461.87 | |
| Grade 5 | 65,044.08 | 67,515.75 | 70,081.35 | 72,744.44 | |
| Grade 4 | 71,555.74 | 74,274.86 | 77,097.31 | 80,027.01 | |
| Grade 3 | 78,043.21 | 81,008.86 | 84,087.19 | 87,282.51 | |
| Grade 2 | 84,554.88 | 87,767.96 | 91,103.15 | 94,565.07 | |
| Grade 1 | 90,704.00 | 94,150.75 | 97,728.48 | 101,442.16 | |

| <u>Patrolman</u> | <u>2007</u> | <u>2008</u> | <u>2009</u> | <u>2010</u> | New Hires from 1/1/07 |
|------------------|-------------|-------------|-------------|-------------|------------------------------|
| Probationary | \$36,336.00 | \$37,716.77 | \$39,150.01 | \$40,637.71 | |
| Grade 7 | 44,102.86 | 45,778.77 | 47,518.36 | 49,324.06 | |
| Grade 6 | 51,869.72 | 53,840.77 | 55,886.72 | 58,010.41 | |
| Grade 5 | 59,636.58 | 61,902.77 | 64,255.07 | 66,696.77 | |
| Grade 4 | 67,403.44 | 69,964.77 | 72,623.43 | 75,383.12 | |
| Grade 3 | 75,170.30 | 78,026.77 | 80,991.79 | 84,069.48 | |
| Grade 2 | 82,937.16 | 86,088.77 | 89,360.15 | 92,755.83 | |
| Grade 1 | 90,704.00 | 94,150.75 | 97,728.48 | 101,442.16 | |

APPENDIX "B"

SALARIES

DETECTIVE SALARY GUIDES FOR 2007 THROUGH 2010

| <u>Detective</u> | <u>2007</u> | <u>2008</u> | <u>2009</u> | <u>2010</u> | Hired prior to 1/1/01 |
|------------------|-------------|-------------|-------------|-------------|-----------------------|
| Probationary | \$44,879.68 | \$46,585.11 | \$48,355.35 | \$50,192.85 | |
| Grade 6 | 58,943.93 | 61,183.80 | 63,508.78 | 65,922.12 | |
| Grade 5 | 74,968.93 | 77,817.75 | 80,774.82 | 83,844.26 | |
| Grade 4 | 80,584.94 | 83,647.17 | 86,825.76 | 90,125.14 | |
| Grade 3 | 82,618.32 | 85,757.82 | 89,016.62 | 92,399.25 | |
| Grade 2 | 84,651.71 | 87,868.48 | 91,207.48 | 94,673.36 | |
| Grade 1 | 91,986.42 | 95,481.90 | 99,110.21 | 102,876.40 | |

| <u>Detective</u> | <u>2007</u> | <u>2008</u> | <u>2009</u> | <u>2010</u> | Hired after 1/1/01 and before 1/1/07 |
|------------------|-------------|-------------|-------------|-------------|---|
| Probationary | \$36,336.64 | \$37,717.44 | \$39,150.70 | \$40,638.42 | |
| Grade 6 | 58,532.40 | 60,756.64 | 63,065.39 | 65,461.87 | |
| Grade 5 | 66,109.18 | 68,621.33 | 71,228.94 | 73,935.64 | |
| Grade 4 | 72,693.48 | 75,455.83 | 78,323.15 | 81,299.43 | |
| Grade 3 | 79,277.77 | 82,290.32 | 85,417.36 | 88,663.22 | |
| Grade 2 | 85,862.06 | 89,124.82 | 92,511.56 | 96,027.00 | |
| Grade 1 | 91,986.42 | 95,481.90 | 99,110.21 | 102,876.40 | |

| <u>Detective</u> | <u>2007</u> | <u>2008</u> | <u>2009</u> | <u>2010</u> | Hired after 1/1/07 |
|------------------|-------------|-------------|-------------|-------------|--------------------|
| Probationary | \$36,336.00 | \$37,716.77 | \$39,150.01 | \$40,637.71 | |
| Grade 7 | 44,286.06 | 45,968.93 | 47,715.75 | 49,528.95 | |
| Grade 6 | 52,236.12 | 54,221.09 | 56,281.49 | 58,420.19 | |
| Grade 5 | 60,186.18 | 62,473.25 | 64,847.24 | 67,311.43 | |
| Grade 4 | 68,136.24 | 70,725.42 | 73,412.98 | 76,202.67 | |
| Grade 3 | 76,086.30 | 78,977.58 | 81,978.73 | 85,093.91 | |
| Grade 2 | 84,036.36 | 87,229.74 | 90,544.47 | 93,985.15 | |
| Grade 1 | 91,986.42 | 95,481.90 | 99,110.22 | 102,876.40 | |