

ARTICLE II

LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority and responsibilities covered by law, ordinance, resolution or administrative code and Police Department Rules and Regulations upon any Township official or in any way abridge or reduce such authority and responsibilities. This Agreement shall be construed as requiring Township officials to follow the terms contained herein to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any Policeman such rights as he may have under other laws and regulations.

ARTICLE III

MANAGEMENT RIGHTS

Section 1

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

- (A) To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its Employees;
- (B) To hire Employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;
- (C) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

Section 2

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection there with shall be limited only by the terms of this Agreement

and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

Section 3

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. II or any other national, state, county or local laws or ordinances.

Section 4

The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed a waiver thereof.

ARTICLE IV

RULES AND REGULATIONS

Section I

The Chief of Police may establish and enforce reasonable and just rules and regulations in connection with his operation of the Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Association and an opportunity for discussion of the new rules and regulations shall be afforded to the Association before implementing same.

Section 2

It is understood that Employees shall comply with all rules and regulations. Employees shall promptly and efficiently execute the instructions of Officers and Superiors. If an Employee, or Employees, believe a rule, regulation, instruction or order of an Officer or other Superior is unreasonable or unjust, the Employee, or Employees, shall comply with the rule, regulation, order or instruction, but with the future provision that such Employee or Employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure as set forth in this Agreement.

ARTICLE V

BAN ON STRIKES

Section 1

The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for work, or concerted willful absence of Employees covered under this Agreement from their duties of employment), work stoppage, slow-down, walk-out or other job action against the Township.

Section 2

The Township shall have the right to discipline or discharge any Employee encouraging, suggesting, fomenting or participating in a strike, slow-down, or other such interference subject to law.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1

Any dispute involving the interpretation or application or violation of any of the provisions in this Agreement or policies or administrative decisions shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

STEP 1

An Employee with a grievance shall first discuss the grievance with his/her immediate Supervisor, either directly or through the Association designated representative for the purpose of resolving the matter informally.

STEP 2

If the aggrieved party is not satisfied with the disposition of the grievance at STEP 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at STEP 1- he/she may file a grievance in writing with the Chief of Police or his designated representative. A hearing on the grievance shall be held between the Chief of Police or his designated representative and the aggrieved party and the Association's designated representative. Those parties present at STEP 1 may be present at STEP 2. The Chief of

Police will render a decision in writing within ten (10) working days.

STEP 3

If the aggrieved party is not satisfied with the disposition of the grievance at STEP 2, he/she may submit the matter for review by the Township Manager within five (5) working days after receiving the decision in STEP 2. The Township Manager shall render a decision from the record before him in writing within ten (10) working days.

STEP 4

If the aggrieved party is not satisfied with the disposition of the grievance at STEP 3, he/she may submit the matter for review by the Council within five (5) working days after receiving the decision in STEP 3. The Council shall render a final decision from the record before it in writing within ten (10) working days.

Section 2

The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

Section 3

Any grievance not presented under the grievance procedures described herein within seven (7) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless reasons satisfactory to the Township are given in explanation of the failure to present the grievance within such time.

Section 4

Arbitration:

(A) If the grievance is not settled through STEPS ONE, TWO, THREE, or FOUR and the grievance concerns a contract violation, the Association may refer the matter to the Public Employment Relations Commission within thirty (30) calendar days after the determination by the Governing Body, or its representative. An arbitrator shall be selected

pursuant to the rules of the New Jersey Public Employment Relations Commission.

(B) The arbitrator shall be bound by the provisions of this Agreement and 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 of the arbitrator shall be final and binding.

(C) The cost for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(D) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE VII

DUES, DEDUCTION AND AGENCY SHOP

(A) The Township agrees to deduct from the salaries of its Employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15,ge as amended.

(B) A check-off shall commence for each Employee who signs an authorization card supplied by the Association and verified by the Township Treasurer during the month following the filing of such card with the Township.

(C) If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each Employee, or an official

notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

(D) The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Treasurer.

(E) Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with NJSA 52:14-15.ge as amended.

(F) The Township agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the Association and transmit the fee to the Association.

(G) The deduction shall commence for each Employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

(H)The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

(I) The sum representing the fair share fee shall not reflect the costs I financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the Employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

(J) Prior to January 1st and July 1st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all Employees within the unit the information necessary to compute the fair share fee for services enumerated above.

(K) The Association shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the

Township to take any action -other than to hold the fee in escrow pending resolution of the appeal.

(L) The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising such changed deduction.

ARTICLE VIII

ASSOCIATION PRIVILEGES

Section 1

Upon approval of the Chief of Police the Association shall have the right to visit the Chief of Police and Headquarters and other police facilities at all reasonable hours for Association business. The Association will not abuse this right.

Section 2

Copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for Employees covered by this Agreement shall be furnished to the Association within twenty-four (24) hours of their promulgation. A single copy of the Agreement will be furnished to the Association. It will be the Association's responsibility to provide copies to the membership.

Section 3

The Association may use the Department mail or message routing system and may use Department mailboxes. Such use shall be reasonable. The Association shall pay for its own postage and stationary.

ARTICLE IX

POLICE OFFICERS RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the Township and the Association hereby agree that every Police Officer shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection or to refrain from doing so. The Township and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any Police Officer in the enjoyment of any rights conferred by Chapter 303, the Public Laws of 1968, and that they shall not discriminate against any Police Officer by reason of his membership or non-membership in the Association and its affiliates, or, by reason of his participation or non-participation in any activities of the Association and its affiliates.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 1- Tours of Duty.

(A) All employees covered by this agreement shall be on either the 4/3 work schedule or the 4/4 work schedule. The 4/3 work schedule shall be comprised of four (4) consecutive days of work of the same shift with ten (10) hours or work per day. Said 4 consecutive days of work shall be followed by three (3) consecutive days of time off. Vacation benefits under contract Article XV shall be converted for persons working on the 4/3 and 4/4 work schedules.

(B) The basic workweeks set down in (A) above shall not be altered by the Township or by the Chief of Police without express prior approval of the Association. This provision shall not prevent the Chief of Police from making special assignments or creating special squads in order to accommodate purposes or needs which he deems to be in the best interest of the Township nor from requiring the persons so assigned to work schedules different from the work schedule detailed in (A) above.

Provisions of the 4/4 Work Schedule.

I. SENIORITY -The term used herein will be defined by using the present department Rules and Regulations definition as per Section 2: 1.37.

MANNING AND SHIFT SELECTION

" 1. NUMBERS OF MEN ASSIGNED TO EACH SHIFT -The

number of men on any shift will be determined by current Departmental Rules, Regulations, Procedures and by Department needs and current crime statistics for those periods.

2. SHIFT ASSIGNMENT -Shift assignment shall be made each year in accordance with a seniority bid system. Shifts shall be Eleven (11) hours in duration, with starting/ending times as outlined herein. The starting/ending times of said shifts may be adjusted during review periods consistent with the best interest of the Police Department. Standard slips for shift selection shall be distributed to all employees on or about October 1 of each year, and shall be returned promptly so that assignments can be made on or before October 31st of that year.

3. SHIFT PREFERENCE -Each employee shall list his first, second, and third preference for shift assignment, and consistent with the efficient operation of the department, assignments shall be made based upon seniority. The procedure, to be used shall provide the employee with his highest shift preference in accordance with seniority and the efficient operation of the department.

If the members first choice is not available, the member shall be given his second choice, if available, and so on until his shift is assigned.

4. NON-BID POSITIONS -Any member who has not completed three years of service with the department is not entitled to participate in the bid process. In the case of a recruit, the three years shall commence from the date of graduation from the police academy. Employees who are given credit for previous police experience shall commence their three years from the date of appointment to the department. Any such members shall be given duty assignments consistent with the needs of the department. Such assignments are not grievable.

A. Blocks of time shall be held open on the relief shifts of the A and B platoons. The positions shall be filled by the department with members who fall into the aforementioned classification of having less than three years on the department.

B. After serving three years in this position this member may join in the bid process at the end of that year. However, the needs of the department shall dictate as

to if this member can be moved from this position and/or if the position may remain "open" for the coming year due to expected new personnel, etc.

VACANCIES ON SHIFTS

I. ANNOUNCEMENT OF VACANCIES - Any vacancies on any shift created by retirement, death, resignation or promotion, which occur after finalization of the yearly seniority bid selections will be announced via a departmental memorandum for bid within thirty (30) days previous to or twenty (20) days following the dates they occur. The memorandum advertising shift vacancies shall show the shift time and shall be posted for a period of sixteen (16) calendar days.

2. BID SUBMISSIONS IN WRITING -Police Officers desiring to bid on such vacancies must submit such bid in writing, in duplicate, to the Patrol Commander within the (16) calendar day period, with one copy being returned to the Officer as an acknowledgement.

3. FILLING OF VACANCIES -Providing the manpower of the department allows an immediate filling of the vacancy without creating overtime situations, the vacancy shall be filled within seven (7) calendar days following the close of the advertising period.

A. Any member who is absent during the sixteen (16) calendar days of advertising for an open shift as described and who is senior to the most senior member who has applied, must be notified and given an opportunity to apply before the shift can be awarded.

SHIFT HOURS

I. PATROL HOURS -patrol members shall work an eleven hour day, four (4) days on, four (4) days off for a total of 2,007 hours worked during a given year. Since this is a reduction of sixty-one (61) hours from the previous four and two (4x2) work schedule of 2,068 hours, the members affected have agreed to give back thirty-three (33) for training purposes. The thirty-three (33) hours, three (3) training days must be worked with no more than eleven (11) hours, one (1) training day per any given calendar quarter.

Note: This is a total of 2,040 hours worked if all training days are used. This still leaves a balance of twenty-eight (28) fewer hours than the above members shall be working as compared with the present 4x2 schedule with 78 fewer days at work-

2.ADMINISTRATION HOURS –Those members of the department not covered by the above schedule, Patrol Supervisor, Administrative Supervisor, Training Officer, Records Supervisor, Traffic Bureau, and Detective and Juvenile bureaus, shall continue to work a four and three (4&3), ten (10) hour work day for a total of 2,080 hours. They shall be granted four (4) additional days off during the year. Thanksgiving, Christmas, New Years Day, and their birthday.

This will reduce their hours worked to a total of 2,040 hours. Should one of the holidays fall on a scheduled day off then those members shall be given the working day preceding or immediately following the holiday day. Days off shall be split by members within areas of responsibility to provide that all members are not off on the same day.

Note: The above members shall be coming to work 78 more days than the members on the 4x4 work schedule.

SHIFT SCHEDULE -Unless modified during the review period the 4/4, schedule shall consist of two (2) patrol platoons with the following four (4) shifts: each shift shall be eleven (11) hours in duration.

DAY SHIFT-	0700-1800
EARLY, RELIEF SHIFT	1100-2200
LATE RELIEF SHIFT	1700-0400
MIDNIGHT SHIFT	2100-0800

Section 2 – Overtime Pay

(A) Overtime shall be defined as all hours worked in excess of an employee's normal assigned work shift or on a regular day off.

(B) When an Officer is requested or required to work overtime hours which are not continuous with a tour of duty worked by him, he shall be paid for a minimum of two (2) overtime hours, unless the officer actually works more than two (2) hours, in which case he will be paid overtime compensation for the time actually worked.

(C) Overtime compensation at the rate of one and one-half (1-1/2) times the Employee's regular base rate of pay will be paid to all Police Officers, Superior Officers, and those Police Officers assigned as Detectives who are covered hereunder.

(D) All Police Officers agree to comply with the regulations of the Police Department in completing the necessary information required for the keeping of overtime records in the manner prescribed by the Chief of Police.

(E) Payment for overtime shall, if practical, be included in the next regular salary check for the pay period following that pay period in which the overtime hours were worked. In the event that the Township is unable in certain instances to comply with this schedule, the Township shall make every effort to pay the Officer as soon as practical thereafter, but in no event shall payment be made more than thirty (30) days following the completion of overtime hours within a given pay period.

(F) Overtime pay will be computed using an hourly rate based upon a two thousand eighty (2080) hour work year. Overtime shall be paid at the time and one half hourly rate and shall include the employee's longevity and holiday benefit into the calculation.

(G) An Employee, upon completion of the overtime worked may elect to have the compensation either in pay, pursuant to the current practices, or in time off. If the Employee elects to take Compensatory Time Off then such Compensatory Time Off would be placed in a Compensatory Time Off bank for future use. Time once put in to a Compensatory Time Off bank would be used at the Employee's sole discretion subject to the approval of the Police Chief or his designee.

1. A two (2) hour minimum must be adhered to when taking compensatory time off from the department unless the Employee has less than two (2) hours in the bank and wishes to take the balance to zero (0).

2. An Employee may split the compensatory time at anyone time only once.

Illustration: An Employee acquires six (6) hours overtime in one lump sum and elects to receive his payment back in compensatory time. He may:

- (a) Elect to receive a settlement of six (6) hours off;

- (b) Four (4) hours and two (2) hours off; or

- (c) Three (3) hours and three (3) hours off

3. Compensatory time must be used within one hundred and eighty (180) days of the date the time was earned. If the time is not taken within this period, then the Employee shall be compensated in the next practical pay period for this unused time.

4. Compensatory time will not be permitted to be carried over from one calendar year to another except in cases when time is earned in

September, October, November, or December, when the one hundred and eighty (180) day provision will apply. Any time carried over into the next calendar year must be taken off in time and not pay.

Illustration: An Employee earning six (6) hours of compensatory time off on September 20 may take this time off until January 18, but if time is taken off in January there can be no pay involved.

5. Employees shall not be permitted to accumulate more than twenty two (22) hours of compensatory time at any given time.

ARTICLE XI

SHIFT CHANGE

The parties recognize that the Chief of Police has the right to change the shifts of the Employees. However, the Township agrees that the Chief of Police shall give the affected Employee at least forty-eight (48) hours notice of said shift change, except in case of emergency as defined in Paragraph 1 of NA.S.A. 40: 14-134.

ARTICLE XII

STAFFING

It is the intent of the Township to maintain the present staffing levels if possible; as solely determined by the Township. However, the parties recognize and agree that staffing levels for the Department, shifts and vehicles are management prerogative and solely within management's discretion.

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accrued time shall, in the event of the Employee's death, be paid to the
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Employee's estate.

(E) At all times during the current work schedule or during the modified work schedule (Schedule B) the number of sick days shall remain the same.

Section 2 -Leave of Absen~~

A. Leave of absence is defined as absence from duty for an extended period following approval of the absence in advance by the Township manager.

B. Permission to take a leave of absence for a period of up to six (~

months may be extended to Employees in the fairly exercised discretion of
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Township Manager. In determining whether to permit an Employee to take a
leave (

absence, the Township Manager shall take into account whether the leave, if
granted

will serve to benefit the Employer either directly or indirectly should the
Employee

return to active employment upon termination of the leave of absence.

Section 3- Work Related Injury or Illness

(A) In the event that an Employee's absence from employment is alleged to
be due to a work related injury or illness, the Employer shall
have the

right to require appropriate proof of the injury or illness and its origin.

Section 4 -Convention Leave

The PBA President and delegate shall be entitled to time off with pay to
attend

the

PBA Mini Convention and the President, delegate and one other
designated PBA

representative

shall be entitled to time off with pay to attend the annual
PBA

convention.

Administration of this paid leave time shall be in accordance
with the

ii MILITARY LEAVE

Any full time Employee who is a member of the National Guard or a
reserve unit

is

required to engage
in field

training which normally consists of not more than two weeks shall be
granted a military

!! leave of absence with pay for the period of such training. Such paid leave of absence

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ii shall not affect his vacation. Any such full time Employee who is called to active duty

Ii shall be entitled to be made whole for the difference between military pay received and

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I: regular salary, including longevity and holiday pay, received from the Township during

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!! such period of active duty honorable service. Such employee shall cooperate with the

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!! Department to provide all necessary information concerning the call to active duty and

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the details of compensation while on active duty-

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ii MEDICAL AND REALm INSURANCE

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!! Section 1

ii The Employer agrees to maintain medical insurance coverage in accordance with
!! benefit levels that were in effect in 2001. The parties acknowledge that the current

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1! coverage is provided by Oxford and that this coverage satisfies the benefit levels

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I! required hereunder .

li It is acknowledged that pursuant to law, the employer may seek health coverage

i from other providers as long as said coverage is the equivalent or better than the above

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I! plan. Employees hired on or after January 1, 2002 shall be provided "point of service"

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!i coverage by the Township and shall have the option of selecting other available coverage

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!, by paying the difference between the cost of "point of service" and the cost of such other insurance.

Section 2

The Employer agrees to maintain a full family dental plan equivalent to New Jersey Dental Service Plan m-A including orthodontic coverage. The Employer will have the right to continue to choose any carrier that provides such equivalent coverage.

Section 3

The Employer agrees to maintain a prescription plan from a company of its choice. The cost to the Employee will be Ten (\$10.00) Dollar co-pay for each brand name drug and Two (\$2.00) Dollars co-pay for generic drugs for each prescriptions and/or renewal. If there is no generic substitute for the brand name or if the doctor requires use

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1! already been paid, once the deductible amount has been achieved.

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ii Section 4

!: Effective for each Employee retiring after January 1, 1987, pursuant to Ne

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li Jersey Police and Firemen's Pension System statutes,' medical insurance
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Ii provided for these retired members subject to the foDowing condition:

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Ii (A) If the retiree is covered by any other medical insurance from any
source

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I! then the Township shaD not have any obligation during such period of
this coverage.

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I! (B) This benefit does not include prescription or dental insurance.

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li (C) Coverage under this section shaD be provided for the retiree, spouse,
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Ii dependents eligible under State Health Benefits Program definition for
dependent

i: coverage.

(D) Coverage win continue only until the death of the retiree subject to th
other conditions, and is not intended as a benefit for widows, widowers, or
othe

dependents of the retiree.

(E) This coverage is being extended to retirees as long as the Township can

obtain such coverage which will be tied into the health insurance for members of the

Association, and this coverage shall be secondary to Medicare.

(F) Said entitlements to retired members shall be paid not later than the end of December of the year of entitlement and shall be pro rated where applicable

(G) During calendar year 2003 said entitlements shall be paid quarterly on or about April

1, 2003, July 1, 2003, October 1, 2003 and December 30, 2003.

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1, 2003, July 1, 2003, October 1, 2003 and December 30, 2003.

II LEGAL DEFENSE OF EMPLOYEES

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ii Section 1 -Criminal or quasi-Criminal Charges

II The Employer agrees to provide the necessary means for the defense of any

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Ii Employee charged with a criminal or quasi-criminal offense arising out of or incidental to

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il the performance of his duties, provided that if the complaint is instituted on behalf of the

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tl Township of Scotch Plains and the Employee is found guilty of the charge, the Employee

l; will be required to bear the expense of his own legal defense.

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ii Section 2 -Civil indemnification

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!1 Consistent with the provision of N.J.S.A. 40A:14-155, the Employer agrees to

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; indemnify the Employees who are defendants in civil actions arising out of their

employment and to provide for legal expenses connected with the defense of such suits

irrespective of outcome. If any such employee is a plaintiff or otherwise asserts a claim in

a civil action arising out of or connected with his/her employment, whether such claim is

against the Township of Scotch Plains or any of its employees or agents or against any

other person or entity, the Township of Scotch Plains shall have no responsibility for

indemnification or payment of legal expense.

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i\ EQUIPMENT

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li Section I -Workin2 Equipment

li (A) The Employer agrees to furnish each new Police officer with the

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II following equipment, all of which will be either new or in good working order: hand

II gun, holster, gun belt, handcuffs with case, night stick with holders, blackjack, mace

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li with holder, forty-six (46) rounds of ammunition, breast and hat shields.

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I! (B) The Employee agrees to provide routine maintenance for each of these

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ii items so as to keep them in good working order. However, the Employer recognizes that

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ii the proper performance of the Police function is dependent upon the availability of the

Equipment in good repair and the Employer therefore agrees to replace any of the

above items as they become, non-functional as determined by the Chief of Police.

(C) Upon termination of the employment relationship between the Employer

and an individual member of the Association, the member is to return all of the above equipment, in whatever condition it is at the time, to the Employer .

Section 2 -Clothing Issue

(A) The Employer also agrees to provide the following clothing items in new condition to each new Officer: Uniform hat, one (1) pair of medium weight pants, One (1) tie, two (2) shirts, leather winter jacket, summer jacket, raincoat.

(B) The individual Employee accepts the responsibility of maintaining these 138 clothing items in good condition and replacing them when damaged or worn out

As a Police Officer, the Employer agrees to either replace that item or reimburse the

Employee for its replacement cost. Covered claims shall not include damage caused by

negligence or inadvertence of the Employee seeking to be reimbursed as determined by

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li the Chief of Police. In order to be covered, the damage must result from a single

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ported incident and shall not arise from normal wear and use.

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11 Section 3 -Clothin2 Allowance

i (A) Effective in calendar year 2002, each Employee will receive an annual 11 clothing allowance of Five Hundred Twenty-Five (\$525.00) Dollan for the replacement

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1\ of work uniforms worn out through normal wear and tear. Officen assigned to

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ii plainclothes work duty may use this amount to purchase civilian clothing.

Clothing

!! allowance shall be further adjusted as follows:

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i Effective 2003 -\$575.00

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!; Effective 2004 -\$625.00.

, Section 4 -Maintenance Allowance

(A) Each Employee shall receive an annual maintenance allowance of Two Hundred Twenty-Five (\$225.00) Dollan for the laundering of work uniforms and for

incidental costs attendant to routine maintenance of equipment issued by the Employer ,

e. g., gun cleaning equipment, leather preservative, brass polish, etc.

Section 5 -Clothin2 and Maintenance Allowance for New Emolovees

(A) The clothing and maintenance allowance as referred to in Sections 3 and 4

above shall be paid to the Employees no later than May 1 of the year in which it is due.

A new Employee shall be entitled to a pro rata share of both the clothing and also be entitled to a pro rata share or clothing and maintenance allowances-

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II BULLETIN BOARDS

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il Subject to prior approval of the Chief of Police, which approval shall not b
li unreasonably withheld, the Township shall permit the Association
reasonable use

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II bulletin board in Headquarters for the posting of notices concerning
Association

I business and activities and concerning matters dealing with the welfare of
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ii SEPARABILITY AND SAVINGS

ii If any provision of this Agreement or any other application of this
Agreement

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!: any Employee or group of Employees is held invalid by operation of law
or by a court

If other tribunal of competent jurisdiction, such provision shall be inoperative but all

If other provisions shall not be affected thereby and shall continue in full force and effect

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I. FULL y BARGAINED PROVISIONS

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:: Section 1

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I: This Agreement represents and incorporates the complete and fins

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ii understanding and settlement by the parties of all bargainable issues which were 0

I

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!:

ii could have been the subject of negotiations. The parties acknowledge that durin

ii negotiations that resulted in this Agreement each had the unlimited right ani

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ii

ii opportunity to make demands and proposals with respect to any subject or matte

II

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li not removed by law from the area of collective bargaining, and that th

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ii

ii understandings and agreements arrived at by the parties after the exercise of the

;

ii

ii right and opportunity are set forth in this Agreement. Therefore, the Township and

If the Association, for the life of this Agreement, each voluntarily and unqualifiedly

waive the right, and each agrees that the other shall not be obligated to bargain

;

I:

i: negotiate with respect to any subject or matter referred to or covered in this

"

'1 Agreement, or with respect to any matter or subject not specifically referred to

covered in this Agreement, even though such subjects or matters may not have been

within the knowledge or contemplation of either or both parties at the time they

negotiated or signed this Agreement.

Section 2

IT, This Agreement shall not be modified in whole or in part by the parties

except by an instrument in writing duly executed by both parties.

'38

Section 3.

9 or not within the knowledge or contemplation of either or both or the parties at the time

they negotiated and signed this Agreement.

The parties hereby agree to establish a health and safety committee which shall

!

i

meet and confer about health and safety matters affecting the Employees covered by this

I

Agreement. Such committee shall have no binding authority, but may make

recommendations regarding the safety of the Employees. I
Said committee shall be comprised of up to two (2) members of the PBA and
the I
I
Chief of Police or his designee. The committee shall meet periodically, when
necessary, I
at a mutually convenient time and place. Any person may submit
suggestions to the I
committee members either orally or in writing.

/J/

li CERES~ITIES

II In the event a Police Officer in another Department in the State of New
Jersey i!
II killed in the line of duty, the Township will permit at least one (I)
uniformed ofT dut)
Ii Police Officer of the Township to participate in funeral service for the said
decease<!
Ii Officer o
IiI Subject to the availability of same, the Township will permit a Township
Police
I vehicle to be utilized by the members in the funeral serviceo

I! Police Officers participating in such funeral service shall not be entitled to
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htho " o o "
dfil" .-II compensa Ion unng e Ime In w IC ey are participating In sal unera
service
Ii unless otherwise agreed to by the Chief of Police.

PERSONNEL FILES I

A personnel file shall be established and maintained for each Employee
covered I

by this Agreement. Such files are confidential records and shall be maintained in the i

office of the Chief of Police and may be used for evaluation purposes by the Police, i

I

I

Township Manager and/or Governing Body. I

Upon advance notice and at reasonable times, during normal office hours, any I

I

member of the Police Department may at any time during his off duty hours review his

personnel file. However, this appointment or review must be made through the Chief of

Police or his designated representative.

I

Whenever a written complaint concerning an Officer or his actions is to be I placed in his personnel file, the officer shall be notified and shall be given the i

opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in i

has file. I

II RULES AND REGULATIONS COMMITTEE

II

I!

II The parties agree to formulate a Rules and Regulations Committee composed of

I! representatives from both the Employer and the Association. The specific purpose of

Ii

I this Committee is to meet and review the current Rules and Regulations with regard to

I updating and modifying the current text. Such committee shall have no binding

I authority, but may make recommendations regarding the rules and regulations of the I Department.

RANK 1/1/2002 1/1/2003 1/15/2004

Academy Rate \$30,221 \$31,369 \$32,656

Probationary Officer 41,761 43,348 45,125

1st Year 57,412 59,594 62,037

2nd Year 60,780 63,090 65,676

3rd Year 64,755 67,216 69,972

4th Year- MaL 68,810 71,425 74,353

Police Sergeant 75,026 77,877 81,070

Police Lieutenant 81,351 84,449 87,911

Police Captain 87,414 90,735 94,455

Assigned Detective -2002 -\$600.00 additional pay
and Computer 2003 -\$750.00 additional pay

Bureau 2004 -\$800.00 additional pay

Bargaining unit members hired after January I, 1993 who are hired for basic police academy training, shall be compensated at the " Academy Rate" for the first six (6)

months of employment. Compensation for the balance of the first year shall be at the

"Probationary Officer" rate. These stated pay rates, " Academy Rate" and "Probationary

Officer" " are designations intended for compensation purposes only. The statutory rights of

the parties with respect to probationary periods for new employees shall not be affected by

this rate of compensation change.

SCHEDULE A-2

SALARIES

(Wa2e Scale for emolovees hired after 911195)

RANK 111/2002 111/2003 1115/2004

Academy Rate \$30,221 \$31,369 \$32,656

Probationary Rate

I yr. after academy 36,265 37,643 39,187

1st Steo

(I yr. after probation rate) 42,913 44,544 46,370

Second Steo

(2 yrs. after probation rate) 57,412 59,594 62,037

Third Steo

(3 yrs. after probation. rate) 60,780 63,090 65,676

Fourth Steo

(4 yrs. after probation rate) 64,755 67,216 69,972

Fifth Steo

(5 yrs. after probation rate) 68,810 71,415 74,353

Police Sergeant 75,026 77,877 81,070

Police Lieutenant 81,357 84,449 87,911

Police Captain 87,414 90,735 94,455

Assigned Detective- 2002 -\$600.00 additional pay
and Computer 2003 -\$750.00 additional pay

Bureau 2004 -\$800.00 additional pay

Bargaining unit members who are hired for basic police academy training shall be compensated at the " Academy Rate" until the candidate graduates rT.

successfully from the police academy. Compensation for the next twelve (12) months

..

~~after graduation from the academy shall be at the "Probationary Officer Rate".

ID These stated pay rates, " Academy Rate" and "Probationary Officer" are .designations intended for compensation purposes only. The statutory rights of the

parties with respect to probationary periods for new employees shall not be affected

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SALARIES

(Wa2e Scale-for Emolovees Hired After 3114199)

RANK 11112002 11112003 111512004

Academy Rate \$30,221 \$31,369 \$32,656

Probationary Rate

1 yr. after academy 36,265 37,643 39,187

1st Steo

(1 yr. after probation rate) 42,913 44,544 46,370

Second Step

(2 yrs. after probation rate) 50,162 52,068 54,203

Third Steo

(3 yrs. after probation. rate) 57,412 59,594 62,037

Fourth Step

(4 yrs. after probation rate) 60,780 63,090 65,676

Fifth Steo

(5 yrs. after probation rate) 64,755 67,216 69,972

Sixth Step

(6 yrs. After probation rate) 68,810 71,425 74,353

Police Sergeant 75,026 77,877 81,070

Police Lieutenant 81,357 84,449 87,911

Police Captain 87,414 90,735 94,455

Assigned Detective -2002 -\$600.00 additional pay
and Computer 2003 -\$750.00 additional pay

Bureau 2004 -\$800.00 additional pay

Bargaining unit members who are hired for basic police academy training shall

be compensated at the " Academy Rate" until the candidate graduates successfully from

the police academy. Compensation for the next twelve (12) months after graduation

:\from the academy shall be at the "Probationary Officer Rate". These stated pay rates,

" Academy Rate" and "Probationary Officer" are designations intended for compensation purposes only. The statutory rights of the parties with respect to

probationary periods for new employees shall not be affected by this rate of

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