

AGREEMENT
BETWEEN
TOWNSHIP OF SOUTH ORANGE
VILLAGE AND
POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 12

JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

ONE

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PREAMBLE

This Agreement, made this day of , 2016 by and between the Township of South Orange Village, a Municipal Corporation of New Jersey, hereinafter referred to as the "Village", and Policemen's Benevolent Association, Local No. 12, hereinafter referred to as the "PBA ", is designed to maintain and promote a harmonious relationship between the Village and such of its Employees who are within the provisions of this Agreement, in order that more efficient, productive, and progressive public service may be rendered.

ARTICLE I - RECOGNITION

1. The Village hereby recognizes the PBA as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Patrol Officers of the South Orange Police Force, excluding Superior Officers holding the rank of Sergeant and above.

2. Unless otherwise indicated, the term "Patrol Officer," "Employee" or "Employees" when used in this Agreement refer to all persons represented by the PBA in the above defined negotiating unit, excluding civilian dispatchers, school guards and meter maids.

ARTICLE II - DISCRIMINATION AND COERCION

The Village will continue its policy that there shall be no discrimination, intimidation or coercion by the Village or any of its agents against the Employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce Employees into membership. Neither the Village nor the PBA shall discriminate against any Employee because of sex, age, race, color, national origin or political affiliation.

**ARTICLE III - COLLECTIVE BARGAINING PROCEDURES CONDUCTING PBA
BUSINESS ON VILLAGE'S TIME**

1. Collective bargaining with respect to rates of pay, hours of work or other terms and conditions of employment shall be conducted by the duly authorized bargaining agent of the PBA and the Village, unless a specific written document is filed in accordance with law designating other parties as duly authorized bargaining agents.

2. Meetings of the collective bargaining agents for the parties may be requested by either party at any time. Once requested, meetings shall be held at a time and place mutually convenient to both parties. At such collective bargaining meetings each party shall be represented by one agent who shall be designated as the chief negotiator. Said chief negotiator may be accompanied by no more than four additional representatives of each party. Such additional representatives shall be entitled to observe and participate in the negotiating session. The PBA does hereby designate as its chief negotiator its president who shall be accompanied, if desired, by its vice-president, the delegate of the Association to the State PBA, and a representative of the Detectives.

3. The Village shall grant time off without loss of pay to the president of the PBA and legislative delegate to the New Jersey Policemen's Benevolent Association, or their designees so as to enable said persons to attend regularly scheduled meetings of the New Jersey State Policemen's Benevolent Association, the Essex County Conference of Local PBA's, the South Orange PBA, the State Policemen's Benevolent Association's mini convention and to conduct other PBA business and attend other PBA functions which require their attendance.

The conduct of such business shall not occur if its occurrence will in any way diminish the effectiveness of the Police Force or require the recall of any off duty Police Officers to

bring the Force to its proper effectiveness. It is a further requirement of this section that any person seeking to attend such an event shall give 48 hours advance written notice to the Police Chief of his or her intention to attend said event.

The PBA President and Delegate shall be entitled to a minimum of one (1) day per month off, with pay, to conduct PBA business. If scheduling does not permit the day to be taken when Union business is to be conducted, the President and Delegate shall be entitled to one (1) day of compensatory time off to be taken within ninety (90) days of the date of their attendance at the PBA business.

4. The President of the PBA or designee shall be granted time off, without loss of pay, and shall be supplied with the use of a South Orange Police vehicle to attend, in official capacity as representative of the South Orange Police Force, funerals held in New Jersey for Police Officer who have given their lives in the line of duty. The President of the PBA or designee shall be allowed to attend funerals outside the State of New Jersey for Police Officers who have given their lives in the line of duty, but they must first obtain permission from the Police Chief.

5. The Village agrees that it will grant leaves of absence with pay to four members of the PBA to attend and serve as delegates to the State Convention of the Association during the calendar year. It is understood and agreed that the extent of leave shall be limited to five days per delegate.

6. The Village shall permit members of the PBA grievance committee (which shall consist of four members) to conduct the business of the committee, i.e., conferring with Employees and the Village on specific grievances in accordance with the grievance procedures set forth herein during duty hours of the members without loss of pay. It is understood and agreed that the conduct of such business shall not diminish the effectiveness of the Police Force or require the recall of off duty Police Officers to bring the Force to its

proper effectiveness.

ARTICLE IV - CHECK-OFF AND PBA ACTIVITY

The Village agrees to deduct membership dues equal to 1% of the top Patrol Officer's salary step rate divided equally over the course of the year. Said payments shall be made as deductions from regular payroll and paid to the PBA monthly. The request shall be made through the use of a form agreed upon between the Village and the PBA. The amounts to be deducted shall be certified to the Village by the Treasurer of the PBA, and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Treasurer of the PBA.

A consent form authorizing such deduction once executed and delivered to the Village shall remain effective so long as the member remains a member of the PBA and until said consent form shall be revoked. Revocation shall be in writing signed by the Employee and shall not be effective until filed with the Village and the PBA. When filed, the revocation notice shall be effective to halt deductions as of the January 1st or July 1st which next succeeds the date on which the notice of revocation is filed with the Village. The notice of revocation shall be deemed filed as of the date when such notice is received by certified mail, return receipt requested to the Village Clerk on behalf of the PBA.

The PBA agrees to indemnify and hold the Village harmless from any causes of action, claims, loss or damage incurred as a result of this article.

Representation Fee in Lieu of Dues - Any Employee who is not a member of the PBA shall make a payment of an agency fee of 85 % of the regular membership dues, initiation fees and assessments, pursuant to N.J.S.A. 34:13A:5-5.

The PBA agrees to establish and maintain a "demand and return" system whereby Employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in accordance with the provisions of

N.J.S.A. 34:13A-5.5, as amended. The demand and return system shall also provide that Employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the PBA. Such proceedings shall provide for an equal appeal by either the PBA or the Employee review board established for such purposes by the Governor in accordance with *N.J.S.A.* 34:13A-5.5, as amended.

ARTICLE V - RETENTION OF BENEFITS

Except as otherwise provided herein, all rights privileges and benefits which members of the PBA have heretofore enjoyed and are presently enjoying shall be maintained and shall continue to be maintained by the Village during the term of this Agreement at not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement.

BAC

ARTICLE VI - HOURS OF WORK

1. Work schedule - Members of the Force shall work in accordance with the current schedule. The Police Director or the duly appointed designee shall post the projection of manpower on a monthly basis, subject to the needs of the Force. The present policy to use seniority in shift assignment shall continue consistent with the efficient operation of the Force.

2. Officers working a full shift shall be entitled to a 30 minute meal break and an additional 15 minute break per shift, the timing of which are subject to the approval of the officer in charge on such shift.

3. The current work schedule and vacation selection practices shall continue.

4. The current work schedule of 4 days on 4 days, 10 hour 40 minute patrol shifts and 4 days on 3 days off, 9 hour 20 minute administrative and investigative shifts, shall be identified as Schedule A.

5. Work Schedule Modification:

A. The Employer shall have the right to implement a new Work Schedule which shall be identified as "Schedule B" and such new schedule shall be added to the contract and shall contain the following conditions:

B. The Patrol Work Schedule shall have a four on/four off (4on/4off) work sequence of like shifts. This Work Schedule shall be referred to as the "Four/Four" ("4/4").

1. Each patrol shift shall be defined as twelve (12) consecutive hours each.

2. An annual Work Schedule shall be posted by the South Orange Police Department which shall contain Officers' work assignments

and assigned regular days off ("4/4") work schedule sequence.

3. Patrol Shift Overtime under "Schedule B" shall be defined as any work over twelve (12) hours in a row or any work on a regular day off (RDO) as defined on the annually posted Work Schedule.
 4. The four/four (4/4) work schedule results in an additional one hundred ten (110) hours of schedule compensation time (SCT) and such one hundred ten (110) hours of SCT shall be utilized in the sole discretion of each Police Officer, subject to prior Departmental approval.
 5. Any SCT time not utilized in a calendar year shall be paid in cash at the individual Officer's regular rate of hourly compensation (straight time) with the payment being made in the first payroll in the subsequent calendar year.
- C. The Investigator/Administrator Schedule under "Schedule B" shall be a four/three (4/3) sequence with a ten (10) hour work day which does not result in any SCT.
- D. In the event of a mid-year reassignment of an officer between the Patrol and Investigator/Administrator schedules, SCT shall be pro-rated accordingly.
- E. It is specifically agreed that if the Twelve (12) Hour "four/four" ("4/4") Work Schedule is deemed unsuccessful by the public employer, or if there are any layoffs in either bargaining unit, the parties shall immediately revert to "Schedule A" as was defined herein.

ARTICLE VII - OVERTIME

1. In the event Employees are called in to duty on other than their scheduled tour of duty, they shall be paid for all time worked during such period, for a minimum of four (4) hours at the rate of time and one-half (1½) regardless of the number of hours actually worked. If Employees are obligated to continue on duty for more than a half-hour after their ordinary tour of duty ends, they will be paid for the time actually worked at the rate of time and one-half (1½).

2. A published overtime list of all Police Officers shall be maintained by the Captain of the Uniformed Patrol Division. Overtime shall be offered to each patrolman as his turn arises. The list shall be kept in order of seniority. If the Police Officer refuses overtime without a valid reason, he or she shall forfeit his or her turn and not be eligible again until the next turn.

3. The Employee's regular hourly rate for the purpose of computing overtime shall include the Employee longevity pay and the detective stipend, if applicable.

4. Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating seniority roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interest of the Employer to bypass an Employee or Employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed Employee or Employees must become next on the list for purposes of the overtime roster. The purpose of this clause is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein. Such overtime will be offered to persons other than full time Employees only if it has first been

refused by each member on the seniority roster aforementioned.

5. With regard to what is commonly known as "school details" it is agreed that the Employer will attempt to obtain at least one (1) full time Employee of the Police Department to work said detail and will make and offer such detail to the regular full time Employees on the basis of the rotating seniority roster. It will be the obligation of the Employees to set up their own roster for school details and other special events.

ARTICLE VIII - WAGES

1. The parties recognize the need for continued high quality service to the community, and the parties agree to cooperate with each other to provide this service. The PBA and each Police Officer will maintain and wherever reasonably possible increase their level of productivity and thereby continue to improve services to the community. The Village agrees to cooperate with PBA to accomplish this objective. In recognition of this pledge of continued high service and improved productivity, the annual base wage for Employees shall be as set forth on Exhibit A annexed hereto

2. An officer shall remain in Step 1 for the first year of their employment or until completion of the Police Academy, whichever is later. Upon the later of the expiration of the six (6) months or completion of the Police Academy and for the remainder of the first year of employment the officer shall remain at Step 2.

3. A Police Officer who serves as a detective shall receive the regular salary which is called for under this agreement plus an increment as follows:

Effective January 1, 2015 - \$ 1,800.00 *per annum*

Effective January 1, 2016 - \$1,850.00 *per annum*

Effective January 1, 2017 - \$1,900.00 *per annum*

The detective increment, as provided in this paragraph, shall be folded- into base pay for all Officers who serve as Detectives and paid simultaneously with scheduled payroll salary payments, and shall be used for all computation purposes.

ARTICLE IX - PAYROLL

Employees shall be paid bi-weekly, and all overtime, wherever possible, shall be paid no later than the second payday after the overtime is earned.

ARTICLE X - LONGEVITY

1. Employees shall be paid, in addition to their current annual base salary, an annual longevity increment based upon their years of continuous employment in the Village of South Orange in accordance with the following schedule:

| <u>YEARS OF SERVICE</u> | <u>INCREMENT OF ANNUAL WAGES</u> |
|--|----------------------------------|
| Upon completion of 5 years of service | 2% |
| Upon completion of 10 years of service | 4% |
| Upon completion of 15 years of service | 6% |
| Upon completion of 20 years of service | 8% |
| Upon completion of 24 years of service | 10% |

2. The annual longevity increment shall be paid on a bi-weekly basis in addition to the Employee's salary and shall be considered as part of the Employee's base pay for pension purposes. In calendar years during which an anniversary fall, bi-weekly longevity payments shall be computed at the higher increment for the entire calendar year. There shall be no additional pro-rata payments.

3. In computing overtime pay which may become due to a Police Officer, longevity shall be included in the computation of the Employee's hourly rate for purposes of overtime.

ARTICLE XI - PENSIONS

The Village shall continue 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.

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ARTICLE XII - DEATH IN FAMILY

For the death of a member of their immediate family, leave with pay commencing with the date of death shall run for a period of four (4) calendar days, or to the date of interment or date of cremation, whichever is later provided, however, that it shall not extend beyond four (4) working days. Immediate family shall include spouse, children, parents of Employee or spouse, grandparents, brothers, sisters, and domestic partners. In the event of the death of the grandparents, brothers or sisters of the Employee's spouse, the Employee shall be granted up to two (2) calendar days leave with pay commencing with the day of death of the identified persons.

ARTICLE XIII - DEATH OF A POLICE OFFICER

In the event of death, the Police Officer's estate shall receive, pro-rated to the date of death, the following items: earned salary, holiday pay, longevity pay, unutilized vacation time, unpaid clothing allowance and other monetary benefits provided under this Agreement.

**ARTICLE XIV - SPECIAL ESTATE BENEFITS FOR POLICE OFFICERS KILLED IN
THE LINE OF DUTY**

All hospitalization and major medical insurance coverage shall be continued for spouses and dependents of officers killed in the line of duty. Upon remarriage, the spouse shall no longer be entitled to such coverage. Upon reaching the age of majority, or upon adoption by any person, dependents shall no longer be entitled to such coverage. The Village shall have the right to periodically request proof of the fact that the spouse has not, in fact, remarried.

ARTICLE XV - VACATIONS

1. Vacations under Schedule A (Article VI.3. above) shall be as follows:

| | |
|------------------|--|
| 0 - 1 year | 1 day per month plus 1 day for each six months |
| 1 - 3 years | 17 eight hour days per year |
| 4 - 5 years | 20 eight hour days per year |
| 6 - 10 years | 23 eight hour days per year |
| 11 - 15 years | 26 eight hour days per year |
| 16 - 20 years | 29 eight hour days per year |
| 21 or more years | 32 eight hour days per year |

2. Should the public employer elect to implement Schedule B (Article VI.4. above) Vacations shall be as follows, pro-rated in the year of implementation:

| <u>Years</u> | <u>12 Hour Days</u> | <u>10 Hour Days</u> |
|------------------|--|---|
| 0 - 1 year | 1 day per month plus 1 day for each six months | 1.2 ten hour days per month plus a 1.2 hour day for each six months |
| 1 - 3 years | 13 twelve hour days per year | 15.6 ten hour days |
| 4 - 5 years | 15 twelve hour days per year | 18 ten hour days |
| 6 - 10 years | 18 twelve hour days per year | 21.6 ten hour days |
| 11 - 15 years | 20 twelve hour days per year | 24 ten hour days |
| 16 - 20 years | 22 twelve hour days per year | 26.4 ten hour days |
| 21 or more years | 24 twelve hour days per year | 28.8 ten hour days |

3. Provided that no greater benefit is conferred, the calculations regarding vacation shall be converted from days per year to hours.

4. For purposes of vacation accrual, a working day under Schedule A shall be considered to be an eight (8) hour day and under Schedule B shall be considered to be a twelve (12) hour day.

5. Under Schedule A, the day after Thanksgiving is to be regarded as an additional vacation day. This day shall be received by each Employee covered by this agreement through the Employee's utilization of a compensatory day off which shall be paid at said Employee's respective straight time rate of pay. Said compensatory day off shall be non-cumulative from year to year. Under Schedule B, the day after Thanksgiving is included in the total number of vacation days.

6. Vacations shall be scheduled by the Police Chief or a duly appointed designee throughout the calendar year consistent with the efficient operation of the Force. All requests for vacation shall be submitted by each Employee on or before March 15th. The Police Chief or his designee shall post the vacation schedule by April 15th. Wherever possible, requests by 2 or more Employees for the same vacation period shall be decided on a seniority basis. Once a junior Employee's vacation request has been granted and posted on the vacation schedule, the seniority of another Employee may not be used to displace said junior Employee or to change the schedule. There shall be no more than two Police Officers and one Superior Officer per squad on vacation at any one time; except that additional personnel may, in the sole discretion of the Chief, be permitted to take vacation so long as minimum staffing levels are maintained and the additional personnel taking vacation would not cause overtime. Employees may request single day(s) off chargeable to their vacation, subject to the approval of the Chief or his or her designee.

ARTICLE XVI - HOLIDAYS

1. There shall be thirteen (13) recognized holidays paid at ten (10) hours straight time. The recognized holidays are:

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

2. The holiday pay for all Employees shall be computed and paid as an additional portion of the Employees' base pay and shall be considered part of the Employees' base pay for pension purposes.

ARTICLE XVII - CLOTHING ALLOWANCE

1. Employees of the Police Force covered by this agreement shall receive an annual clothing allowance in the following amounts:

| | |
|---------------------------|-------------|
| Effective January 1, 2015 | \$ 1,325.00 |
| Effective January 1, 2016 | \$ 1,375.00 |
| Effective January 1, 2017 | \$ 1,425.00 |

This allowance is meant to supply funds so that Employees will be able to provide appropriate replacement for clothing and equipment issued by the Village which because of age or condition needs to be replaced. All clothing purchased by said Employees shall conform to the current uniform policy of the Force. The present policy of daily inspections in the Police Force shall be continued.

2. A cleaning and maintenance allowance shall be granted to each Employee covered by this Agreement in the amount of \$325.00 per year.

3. The clothing allowance set forth above shall be payable on the first pay day in April and the cleaning and maintenance allowance shall be payable on the first pay day in August.

Any Employee who resigns or is discharged for cause shall be entitled to receive only the pro rata equivalent of the clothing and maintenance allowance based upon his or her length of service from January 1st to the date of discharge.

4. New hires shall not receive the aforesaid clothing allowance in the year of hire. New hires shall during said year be issued full uniforms by the Village which include: blouse, two trousers, four shirts (winter), four shirts (summer), one tie, two hats, one nylon

jacket, one leather jacket, one raincoat, one pair rain boots, one pair shoes, one rain cover for hat, one leather belt, one gun holder belt, and one pair gloves. In the event new hires fail to complete their probation, the clothing originally issued will be returned to the Village in good condition, with reasonable wear and tear expected.

5. All officers are expected to maintain full and proper uniforms regardless of their assignment and all officers are provided with full uniform replacement and maintenance allowances regardless of their assignments.

6. Clothes or other equipment destroyed in the line of duty shall be replaced by the Village at no cost to the Employees.

ARTICLE XVIII - HOSPITAL AND MEDICAL INSURANCE

A. All Employees of the Police Force covered by this Agreement and eligible members of their families shall be entitled to full medical coverage as provided in the New Jersey State Health Plan.

B. The Village shall also supply a Dental Insurance Plan which provides both preventive and diagnostic services, as well as orthodontic benefits. It is understood and agreed that said Dental Service Plan is one which provides for co-payment of certain items by the Employees, all as set forth in a complete description of said contract. It is understood and agreed that the Village reserves the right, with regard to any of the hospital, medical or dental insurance described hereunder, to supply comparable insurance in lieu of the coverage set herein. It is understood that the premiums for these benefits shall be paid for by the Village, but the obligations of the Village shall not include the obligation to pay that portion of the dental program which is the responsibility of the participating Employee or his family.

C. Employees shall be obligated to make contributions to the cost of health insurance coverage in accordance with any statutory requirements established by the State of New Jersey.

ARTICLE XIX - REIMBURSEMENT FOR EXPENSES

1. (A) Meals which the Village is obligated to provide shall be paid for or reimbursed by the Village at the rate of \$6.00 per meal.

(B) Mileage - In the event a member of the Force uses his own vehicle for transportation for official assignment, mileage shall be computed to and from South Orange Police Headquarters at the rate of \$.31 per mile.

(C) Schools - Members of the Department who are authorized to attend a Police Academy or any other institution shall be paid for meals and mileage if not provided by the Academy or institution.

(D) Court appearance - If the Police Chief does not provide transportation and it is not practical to eat at home, meals and mileage expenses shall be paid to all off-duty members of the Force while attending all courts (other than civil court unless it involves official duties) or administrative hearings out of the Village .

(E) Other assignments - Meals and mileage shall also be paid to any member of the Department when on any official assignment for the Force when an official car is not available and/or when it is not practical for the member of the Department to eat at home.

(F) Tolls - All members of the Department shall be compensated for any toll expenses incurred while acting in any capacity hereinbefore so defined upon receipt and approval of a validated receipt. This shall also include receipts for parking fees.

2. Members of the Department shall be compensated for court appearances during off-duty hours made in connection with their official duties in criminal matters, civil actions, administrative hearings, or when directed to appear on behalf of the Village of South

Orange by the Police Director or by Village Counsel. Overtime compensation under this section shall be at the rate of time and one half (1 ½) for all hours actually worked calculated to and from Police Headquarters or four (4) hours, whichever is greater.

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ARTICLE XX – MISCELLANEOUS

1. Inspection of Files - The Village agrees to permit each member of the Police Force covered by this Agreement full inspection and examination without restriction of their personnel file at least once during each calendar year, provided a written request is made for the exercise of such right by the Employee. The inspection shall take place in a private place provided by the Village at reasonable hours during the day. The Village may require that such inspection and examination take place in the presence of the Police Director or designee. The Employee may, at his/her option have any person including an attorney at law present during such inspection. Nothing shall be added to an Employee's personnel file without notification to both parties. The Employee shall be permitted to copy all or part of statements, writings or information contained in the personnel file but nothing shall be added or removed during said examination. Nothing shall be removed or added after the examination of the file by any Police Officer except on notice to said Police Officer or as otherwise provided in this Agreement. Each Police Officer affected shall be given the opportunity to answer any allegations contained in a letter of communication or complaint. The answer shall be affixed to said letter of communication or complaint and kept together with same in the personnel file of said officer. If as a result of the filing of said letter of communication or complaint, an investigation is conducted and the complaint is found to be unwarranted, a letter so stating shall be sent to the complainant with a copy to the officer complained of. A copy of said letter shall be placed in the file. If criminal charges are filed against an officer covered by this Agreement and the charge arises out of the performance of duties on behalf of the South Orange Police Department and such criminal charges result in a nolle prosequi or in finding of not guilty than the Village shall at the request of the officer

undertake to have the record of the Police Officer expunged. There shall be no cost to the officer for legal services associated with such expungement proceedings.

2. Seniority - Seniority is defined to mean the uninterrupted length of accumulated service of each Police Officer covered by this Agreement computed from the last date of hire. A Police Officer's length of service shall not be reduced by the time lost due to sickness or authorized leave of absence.

3. Communications - A copy of all orders issued by the Police Director or a duly designated representative pertaining to terms and conditions of employment of the Employees covered by this Agreement shall be given to the President of the PBA.

4. Terminal Leave - Employees covered by this Agreement shall be entitled upon retirement to terminal leave of thirty (30) days.

5. Acting Capacity Pay - All Employees actually employed in an acting capacity in a higher paying position shall receive the pay for that position while so employed.

6. Healthful and Safe Work Environment - The Village is responsible for maintaining a healthful and safe work environment. The Village will make all reasonable efforts to maintain its facilities in accordance with health and safety objectives.

7. Policeman's Rights - The Village shall promulgate procedures for processing of the Internal Affairs complaints and will inform Employees of such procedures. Records of any Internal Affairs complaints that have a disposition of exonerated, unfounded or not sustained shall not be used in any fashion to effect progressive discipline and shall not, in any way, impact any condition of employment, including promotion. When a complaint has a disposition of exonerated, not sustained, or unfounded, there will be no indication in the Employee's personnel file that a complaint was made. The Village shall adopt and implement guidelines which shall be consistent with the guidelines governing "Internal Affairs Policy and Procedure" of the Police Management Manual promulgated by the Police

Bureau of Division of Criminal Justice in the Department of Law and Public Safety.

8. Labor/Management Relations Committee - The Village and the Union have agreed to establish a Labor/Management Relations Committee for the purpose of informally discussing working conditions, safety issues which bear on the working conditions of the various departments covered under the contract, improvements in providing services to the community and otherwise increasing productivity. These meetings will be held on a quarterly basis, but may be held either more frequently or less frequently, as the need for such meeting arises or lessens. The Village and the Union each agree that the Labor/Management Relations Committee shall consist of no more than three (3) person appointed by each party, unless mutually agreed upon.

9. Critical Event Release Time - The South Orange Police Department will produce a policy and furnish a copy to the Associations whereby an Officer will be excused from duty, up to two (2) work days, immediately following his/her involvement in a critical incident if requested by the Officer and deemed necessary by the Officer's supervisor. This time off shall not be deducted from any compensated time *i.e.* vacation, sick, personal, *etc.* The Chief shall approve this time off. For operational reasons, the Chief may modify the terms of this policy upon thirty (30) days written notice to the Union, containing the operational basis for any such change. A critical event is defined as:

- a. Hostage/barricaded persons negotiations (prolonged)
- b. Involvement in use of deadly force at/or by the Officer
- c. Certain life savings events (fire, disaster, multiple deaths)
- d. Actual bomb disposal operations.

The appropriate medical doctor, to be supplied by the Township, shall evaluate any request for more than two (2) days excusal.

During any critical event excusal the Officer shall be fully accessible by the Department. Failure to do so will revoke this privilege and subject the Officer to charged time

off and disciplinary action. Acts of war or the participation in recovery efforts are excluded.

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ARTICLE XXI - GRIEVANCE PROCEDURE

A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed:

Complaints may be initiated by an individual Employee to the immediate superior in question. If the complaint is not adjusted satisfactorily at this stage and the Employee wishes to enter a grievance, it shall be presented by the authorized PBA representative.

When the PBA wishes to present a grievance for itself or for an Employee or group of Employees for settlement, such grievance shall be presented as follows:

Step 1 - The President of the PBA or a duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Director or a duly designated representative. All grievances shall be raised promptly. If no grievance is raised within forty-five (45) days from the date of the occurrence giving rise to the grievance, said grievance shall be deemed to have been abandoned. The Police Director shall answer the grievance orally within forty-eight (48) hours from the time it is presented.

Step 2 - IF the grievance is not resolved at Step 1 above, or no answer has been received by the PBA within the time set forth in Step 1, then the PBA shall, if it wishes, refer the grievance to the Village Administrator or a designee. Such reference shall be made within seven (7) days from the receipt of the response under Step 1. If no grievance is forwarded within said time period, then the grievance shall be deemed to have been abandoned. The Village Administrator or a designee shall either answer the grievance in writing within twenty-one (21) days after receipt of the grievance setting forth the position of the Village, or at the option of the Administrator, shall convene a hearing to hear the details of the grievance and to have evidence presented. The Administrator shall schedule such hearing within thirty (30) days of the date when the grievance was referred to him and if a hearing is held, shall deliver a decision within seven (7) days after the holding of the hearing.

Step 3- If the grievance is not resolved at Step 2, then the PBA may refer the grievance to the Board of Trustees of the Village for determination. The PBA

shall refer the matter to the Board of Trustees within seven (7) days after receipt of the response of the Village Administrator under Step 2. The Board of Trustees shall answer the grievance, in writing, within thirty (30) days of the date of the receipt of the grievance. The answer shall set forth the position of the Village.

Step 4 - If within two (2) weeks of the transmittal of the written answer of the Board of Trustees, the grievance is not settled to the satisfaction of the PBA, it may, within twenty (20) days, request that the grievance be submitted to arbitration as hereinafter set forth. It is understood and agreed however, that if the aggrieved party elects to pursue civil service procedures pursuant to the Statutes of the State of New Jersey, then no arbitration proceedings may be held and arbitration shall have been deemed to have been waived pursuant to the provisions of the Civil Service Law, the Rules and Regulations and procedures established thereunder. If the grievance is submitted to arbitration, then it is understood and agreed that all rights granted to the aggrieved party under the civil service procedures are waived.

Nothing contained in this Article shall prevent any member of the PBA from presenting his/her own grievance and representing himself/herself, provided notification of all meetings, steps and grievance answers are given to the PBA and the PBA is given the opportunity to be present at all steps of the grievance procedure. It is also understood and agreed that any step of this grievance procedure may be waived by mutual agreement of the parties. It is also understood that if the Village fails to meet or answer any grievance within any prescribed time limit as hereinbefore provided, such failure shall be deemed a final decision adverse to the position of the grievant and such grievance may then be processed by the PBA to the next step.

ARTICLE XXII - ARBITRATION

1. If a grievance is not settled under Article XXI, such grievance shall, at the request of the PBA or the Village be referred to the New Jersey Public Employment Relations Commission for the selection of an Arbitrator in accordance with its rules.
2. The decisions of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
3. The Arbitrator appointed under the above procedure shall interpret the provisions of this Agreement, but shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

ARTICLE XXIII - SAVINGS CLAUSE

1. It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstance 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.

2. If any such provisions are so invalid, the Village and the PBA will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXIV - FALSE ARREST AND LIABILITY INSURANCE

The Village will carry Police Professional Liability Insurance covering each Police Officer for liability he may incur while acting in the performance of his duties in limits of \$100,000.00 to each person, \$300,000.00 to each incident and \$ 500,000.00 in the aggregate. In addition, when a member of the Police Force is made a defendant in any suit or other legal proceedings arising out of the performance of Police duties, the Village will provide the Employee with competent specialized counsel to defend such suit or legal proceedings and shall reimburse the Employee for his out-of-pocket expenses incurred in defending such litigation.

ARTICLE XXV - MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole and exclusive right to conduct the Village's business, to manage and direct the affairs of the Police Force, to fulfill its lawful obligations and that all management rights repose in it.

It is further agreed and understood that all rights of management are retained by the Village unless otherwise specifically restricted by the Agreement. These rights shall include, but shall not be limited to, the right to:

- (a) Direct, supervise and otherwise manage the Employees, to maximize efficiency and to take all reasonable steps to improve productivity of the Department;
- (b) Hire, promote, transfer and assign;
- (c) Suspend, demote, discharge or take other disciplinary action for good and just cause.
- (d)

ARTICLE XXVI - RULES AND REGULATIONS

The present rules and regulations in connection with the operation of the Police Force and maintenance of discipline will remain in effect subject to future change. A copy of the rules and regulations presently in effect shall be given, if not previously so provided, to all present Employees. The Village, through the Police Director may establish and enforce reasonable and just rules and regulations in connection with its operation of the Police Force and maintenance of discipline; provided, however, the Village will meet and confer with the PBA concerning any change in existing rules. A copy of any change shall be given to all Employees.

It is understood that Employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders 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 file a grievance challenging the rule, regulation, or order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this Agreement.

In the event that an Employee or Employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the Village shall have the right at its option, to suspend or discharge the offending employee or Employees, subject only to the right of the Employee or Employees to file a grievance challenging the suspension or discharge. This shall not operate as a stay of the suspension or discharge. Except in emergent circumstances the

PBA shall be provided with any new rules or modifications of existing rules at least 15 days in advance of the effective date of said new rule or modification.

ARTICLE XXVII - SICK LEAVE

Sick leave shall be granted to each Employee up to one (1) year provided there shall be medical certification that the Employee is unable to work. The Village reserves the right to have a physician of its own choice examine the Employee to determine fitness for duty.

Any Employee who is injured in an accident arising out of or in the course of employment who is temporarily unable to work as a result thereof, shall not be deemed to be sick and no limitation shall be imposed. The Employee shall receive this periodic paycheck from the Employer and shall remit to the Village any payments received by the Employee as Worker's Compensation, during the period of his absence as a result of the injury. The Village reserves the right to have a physician of its own choice examine the Employee to determine fitness for duty.

In the event that an Employee is out of work due to illness or a series of illnesses for a period of over one (1) year, an application may be made to the Board of Trustees of the Village for special consideration due to mitigating circumstances. If the Board of Trustees in their sole discretion, find sufficient reasons present, they may direct that the Employee continue to be paid.

During periods of sick leave or injury of less than three (3) days, Employees shall be required to remain at their residence or place of recuperation. After three (3) days, an Employee may request to be relieved of the requirement to remain at his/her residence, which request must be supported by a note from his/her doctor indicating that, from a medical point of view, the continued requirement to remain in his/her home is not necessary. If the Village is dissatisfied after receiving the report of the Employee's doctor, it shall advise the Employee and may have an examination conducted by a doctor of its choice at the

expense of the Village. If the Employee's doctor and the Village's doctor disagree on the need of the Employee to remain home, the doctors shall select a third doctor to examine the Employee whose determination shall bind the parties. The cost of the third doctor's examination shall be shared equally by the Village and the Employee. While the review process is pending, the Employee may leave his/her home to attend to medical, health and welfare needs after advising the desk officer.



ARTICLE XXVIII - RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

1. It is recognized that the need for continued and uninterrupted operation of the Village's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, it is agreed that the PBA, its officers, members, agents or principals will not engage in strikes, slowdowns, mass resignations, mass absenteeism or other similar actions which involve suspension of or interference with normal work performance. The Employer agrees not to lockout any Employee covered by this Agreement.

2. The Village shall have the right to discipline or discharge any Employee participating in any prohibited activity set forth in Section 1 of this Article.

ARTICLE XXIX - AWARDS PROGRAM

The Village will adopt an Awards Program as agreed upon with the PBA. It is intended that these awards, by providing for recognition of valorous acts or accomplishments, may promote "esprit de corps" and contribute to improved levels of achievement and productivity in the Department.

ARTICLE XXX - SUSPENSION DISCIPLINE OR DISCHARGE WITHOUT JUST CAUSE

An Employee's pay shall not be suspended without a proper hearing except where such suspension is based upon intoxication, striking a superior officer or as otherwise noted in this contract. For purposes of computing the periods of suspension, a Police Officer may if it is approved by the Police Chief, use accumulated leave time including vacation days and time-off.

ARTICLE XXXI - TRAINING

All mandatory firearms training may be taken, in the discretion of the Chief, during on duty time subject to sufficient staffing levels. Otherwise, mandatory firearms training shall be taken on the Employee's own time. Employee's completing mandatory firearms training on their own time shall be entitled to 4 hours of comp time (at straight time) for up to two qualifying sessions per year, or at the option of the Village may be paid at straight time. All other training which is requested by the Force for off-duty Employees shall be paid for by the Village as overtime.

Range time shall be scheduled at least fourteen (14) days in advance.

ARTICLE XXXII - SUPERIORITY OF STATE LAW

Where any item which is involved in the relationship between the Village and the members of the Police Force is not covered or alluded to in this Agreement, it is understood and agreed that those relationships are governed by the Statutes of the State of New Jersey in such case made and provided. Should the matter at issue involve the terms and conditions of employment, then it is understood that the New Jersey Employer-Employee Relations Act, N.J.S.A. 34: 13A-1 .1 et seq. shall apply.

ARTICLE XXXIII - PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer of his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE XXXIV - DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the department shall be at a reasonable hour, preferably when the member of the department is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police or his designee. Usually it will be at the Chiefs office or the location where the incident allegedly occurred.
3. The member of the department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the department is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. The complete interrogation of the member of the force shall be recorded mechanically or by a Department stenographer. There will be no "off-the-record" questions. All recesses called during the questions shall be recorded.
6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the Department, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the department, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.
7. In cases other than departmental investigations, if an Officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.
9. No Employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two (2) circumstances exist: (1) where the Employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific Employee being tested. (2) Where the urinalysis or blood testing is done as part of a *bona fide* annual physical examination which is done for the Police Department.
10. Under no circumstance shall the Employer offer or direct the taking of a polygraph or voice print examination for any Employee covered by this Agreement.
11. Under no circumstance shall an Employee be subject to any charge whatsoever after forty-five (45) days. The forty-five (45) day period shall be calculated consistent with *N.J.S.A. 40A: 14-147*.

ARTICLE XXXV - MATERNITY/PATERNITY LEAVE

A. Female Police Officers shall advise the Employer of a pregnancy. The rights of a female Police Officer shall include but not be limited to the following provisions:

1. The female Police Officer shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female Police Officer's own choosing.
2. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use any compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.
3. Upon return from maternity leave the Officer shall be returned to work without loss of seniority or benefits and shall be returned to the same position as worked prior to utilizing leave.
4. The female Police Officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes.
5. Upon return to active duty status, the female Police Officer shall be placed in the same position which she held before departing for maternity status.

B. Both male and female Police Officers shall be permitted such time and such terms and conditions as are provided under the Federal Family Leave Act and the New Jersey Temporary Disability Benefits Law.

ARTICLE XXXVI - TERM AND RENEWAL

This Agreement shall have a term from January 1, 2015 through December 31, 2017. If the parties have not executed a successor agreement by December 31, 2017, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year stated at the head of this Agreement.

ATTEST:

TOWNSHIP OF SOUTH ORANGE VILLAGE

[Handwritten Signature]

[Handwritten Signature]

Barry R. Lewis, Jr.
Village Administrator

ATTEST:

POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 12

[Handwritten Signature]

By: STEVEN A. DAVENPORT

As: SOUTH ORANGE PBA LO. 12 Pres.

DATED: 7/27, 2016

[Handwritten Mark]

Exhibit A

ANNUAL BASE WAGES

| Hired before January 1, 2012 | If Schedule B is Implemented in 2016 | | | |
|------------------------------|---|----------|-----------|-----------|
| | 1/1/2015 | 1/1/2016 | in 2016 | 1/1/2017 |
| Step 1 | \$33,067 | \$33,729 | \$35,989 | \$36,708 |
| Step 2 | \$40,096 | \$40,898 | \$43,638 | \$44,511 |
| Step 3 | \$48,695 | \$49,669 | \$52,996 | \$54,056 |
| Step 4 | \$59,088 | \$60,269 | \$64,307 | \$65,594 |
| Step 5 | \$69,454 | \$70,843 | \$75,589 | \$77,101 |
| Step 6 | \$79,837 | \$81,434 | \$86,890 | \$88,628 |
| Step 7 | \$92,001 | \$93,841 | \$100,128 | \$102,131 |

Hired After January 1, 2012

| | | | | |
|--------|----------|----------|-----------|-----------|
| Step 1 | \$33,067 | \$33,729 | \$35,989 | \$36,708 |
| Step 2 | \$40,434 | \$41,242 | \$44,006 | \$44,886 |
| Step 3 | \$47,801 | \$48,757 | \$52,024 | \$53,065 |
| Step 4 | \$55,167 | \$56,270 | \$60,040 | \$61,241 |
| Step 5 | \$62,534 | \$63,785 | \$68,058 | \$69,420 |
| Step 6 | \$69,902 | \$71,300 | \$76,077 | \$77,598 |
| Step 7 | \$77,268 | \$78,813 | \$84,094 | \$85,776 |
| Step 8 | \$84,635 | \$86,327 | \$92,111 | \$93,953 |
| Step 9 | \$92,001 | \$93,841 | \$100,128 | \$102,131 |

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