

AGREEMENT BETWEEN THE TOWNSHIP OF LUMBERTON
AND LUMBERTON TOWNSHIP POLICE OFFICERS
ASSOCIATION

January 1, 2009 - December 31, 2013

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AGREEMENT

AGREEMENT dated this _____ day of _____, 2011 by and between **LUMBERTON TOWNSHIP**, a municipal corporation of the State of New Jersey, hereinafter referred to as “**Employer**” or “**Township**” and the **LUMBERTON TOWNSHIP POLICE OFFICERS ASSOCIATION**, herein referred to as the “**Association.**”

WHEREAS, the parties have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of certain uniformed employees and other police officers (hereinafter sometimes collectively referred to as “Employee” or “Employees”) of the Police Department for the Township of Lumberton.

NOW, THEREFORE, WITNESS:

In consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Employees of the “Township,” as hereinafter defined, recognized as being represented by the Association, as follows:

ARTICLE I: RECOGNITION OF BARGAINING UNIT

A. The Township hereby recognizes the Lumberton Township Police Officers Association as the exclusive majority representative of all police officers employed by the Township of Lumberton below the rank of Lieutenant for the purposes of collective bargaining, settlement of grievances, rates of pay, hours of work, fringe benefits, working conditions, safety of equipment and all other related matters.

B. The bargaining unit shall include all uniformed and non-uniformed Patrol Officers, Corporals and Sergeants employed by the Township of Lumberton, and exclude all other police officers and non-police employees within the meaning of the New Jersey Employer-Employee Relation Act, N.J.S.A. 34:13A-1 et seq.

ARTICLE II: MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to 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:

1. To manage and control administratively the Township Government and its properties and facilities and the on the job activities of its employees;

2. To hire all employees and, subject to the provision of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms thereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township its powers, rights, authority, duties and responsibilities under R.S. 40 and 40A or any other federal, state, county laws or local ordinances.

ARTICLE III: ASSOCIATION RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968 and Chapter 123, Public Laws of 1974, the Township hereby agrees that every member of the negotiation unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collection negotiations and other concerted activities for mutual aid and protection. As a Municipal Corporation exercising governmental authority under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not discourage or deprive or coerce any member of the negotiating unit in the employment of any rights conferred by the above mentioned statues by any other laws of the State of New Jersey, or conferred by the Constitution of the State of New Jersey or the United States Constitution; that it shall not discriminate against any members of the unit with respect to hours, wages, or any other terms and conditions of employment by reason of his or her membership in the Association, his or her participation in any activities of the Association, collective negotiations, or his or her institution of any grievance, complaint or proceeding under this agreement or otherwise, with respect to any terms and conditions of employment.

Nothing contained herein shall be construed to deny or restrict to any member of the negotiating unit such rights as he or she may have under any of the aforementioned statues or constitutions, or any other applicable laws and regulations.

The rights granted to members of the unit hereunder shall be deemed to be in addition to those provided elsewhere.

When any member of the unit is required to appear before any disciplinary officer appointed by the Township Committee, or any representative or agent of that Committee, concerning any matter which could adversely affect the continuation of that employee in his position or employment or the salary or any increments pertaining thereto, then he or she shall be given written prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him during such meeting or interview.

B. The Association and its representatives shall have the right to use a designated room in the Municipal Building at reasonable hours for meetings. The Township shall designate an individual or individuals who shall be notified by the Association in advance of the time and place of all such meetings. Time and place shall be mutually agreed upon should the initially requested time and place be inconvenient. The Association shall have the right to use facilities and equipment in that building, including typewriters, mimeographing machines, other duplicating equipment, and calculating machines, at reasonable times when such equipment is not otherwise in use. The cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof shall be borne by the Association.

C. The Association shall have the exclusive use of a bulletin board purchased by the Association in the locker room in the Police Wing of the Municipal Building. The designation of such bulletin board shall be made by the Association. The selection of materials to be placed upon said bulletin board shall be the exclusive province of the Association. This bulletin board shall be used for matters strictly relating to the Association as bargaining agent, i.e., associational matters. Designation of the place of

such board shall be made by the Township Committee.

D. The rights and privileges of the Association and its representative as set forth in this agreement shall be granted only to the Association, as the exclusive representative of the negotiating unit and to no other organizations.

ARTICLE IV: PLEDGE AGAINST DISCRIMINATION AND COERCION

A. The provisions of this Agreement shall be applied equally to all employees covered by this Agreement without discrimination as to age, sex, marital status, sexual orientation, race, color, creed, national origin, political affiliation or membership in the Association. Both the Township and the Association shall bear the responsibility for complying with this provision of the Agreement.

B. The Township agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the Township against any employee because of Association membership.

ARTICLE V: GRIEVANCE PROCEDURE

A. **Definition**

A grievance is a claim based upon a breach, misinterpretation or improper application of the terms of this agreement; or a claimed violation, misinterpretation or improper application of the policies or administrative decisions affecting terms and conditions of employment.

B. **Aggrieved Person**

An aggrieved person is the person or persons or the Association instituting a grievance. The Township may be an aggrieved person.

C. **Party In Interest**

A party in interest is the person or persons making the claim, and any person, including the Association or the Township Committee who might be required to take action, or against whom action might be taken, in order to resolve the claim.

D. **Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting members of the unit. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

E. **Contents of Grievance**

A written grievance shall meet the following specifications:

1. It shall be specific.
2. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
3. It shall specify the section of the contract or rule or regulation or statute or ordinance which has been allegedly violated, misapplied or as to which the dispute arises.
4. It shall state the relief requested.
5. It shall contain the date of the alleged dispute, controversy or issue.
6. It shall be signed by the grievant.

F. **Time Limits**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may,

however, be extended by mutual agreement. Time limits, as indicated, exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

An aggrieved employee shall institute action under the provisions hereof within forty-five (45) days from the date of the occurrence complained of. Failure to act within forty-five (45) days period shall be deemed to constitute an abandonment of the grievance.

G. **Step Procedure**

Level One: Immediate Superior - A unit member with a grievance shall first discuss it with his immediate superior either directly or through the Association's designated representative with the objective of resolving the matter informally.

Level Two: If the aggrieved is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within seven (7) calendar days after the presentation of the grievance, a grievance may be filed in writing with the Association within seven (7) calendar days after the decision at Level One or fourteen (14) calendar days after the grievance is presented, whichever is sooner. Within seven (7) calendar days after the receipt of the grievance, the Association shall refer it to the Chief for decision.

Level Three: If the aggrieved is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered to the Chief, the aggrieved person, may within seven (7) calendar days after a decision by the Chief, or twenty-one (21) calendar days after the grievance was delivered to the Chief, whichever is sooner, submit the grievance to the Police Liaison to the Township Committee of Lumberton Township. If the aggrieved is

not satisfied with the disposition of his grievance which shall be rendered within seven (7) calendar days after the presentation thereof to the Police Liaison, the aggrieved may submit his grievance to the Township Committee of the Township of Lumberton.

Level Four: The Township Committee shall review and consider the submitted grievance and shall issue a decision within fourteen (14) calendar days after receipt of this grievance.

Level Five: If the aggrieved is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered to the Township Committee, the aggrieved may request that the Association submit said grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit same to arbitration within twenty-one (21) calendar days after receipt of a request by the aggrieved.

Within fourteen (14) calendar days after such written notice of submission to arbitration, the Township and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the State of New Jersey, Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the State of New Jersey, Public Employment Relations Commission. The arbitrator's decision shall be in writing and shall be submitted to the Township and the Association and shall be final and binding on all parties.

In the event that the arbitrability of a grievance is at issue between the parties,

jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the above.

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator may add nothing to modify, or subtract anything from the agreement between the parties.

The cost for the services of the Arbitrator shall be borne equally by the Association and the Township.

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a unit member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

No reprisals of any kind shall be taken by the Township or its agents against any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

H. **Miscellaneous**

1. **Group Grievance:** If, in the judgment of the Association, a grievance affects a group or class of unit members, the Association may submit such grievance in writing to the Chief directly, and the processing of such grievance shall be commenced at Level Two.

2. **Written Decisions:** Decisions rendered at Level One that are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth each decision and the reasons therefore and shall be transmitted promptly to all parties in interest to the

Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth above.

3. **Separate Grievance File:** All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. **Forms:** Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the Chief and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. **Meetings and Hearings:** All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

ARTICLE VI: DISCIPLINE

All discipline procedures shall be in accordance with the Department's Rule and Regulation for discipline, currently Written Directive 1.11

ARTICLE VII: SALARY

A. For years 2009 and 2010 of the contract, the parties acknowledge and agree that all compensation received by members of the Association is the final compensation received by each member. There shall be no other additional compensation paid by the Township or demanded by the employees.

B. For years 2011-2013, all employees shall receive an annual (cost of living) salary increase on their base salary as determined herein and which is set forth in the Salary Schedule attached hereto. The cost of living increases are as follows:

2011 - 0%

2012 – 2%

2013 – 2%

C. Effective January 1, 2011, the step salary guide previously in effect in prior agreements that determined the salary of each employee is eliminated.

Notwithstanding, in the event that the Township determine to re-hire any former member of the Township Police Department whose employment with the Township was previously severed for economic reasons, that employee shall be re-hired at the rate of compensation that the employee was receiving at the time that they separated from their employment with the Township.

ARTICLE VIII: LONGEVITY

Commencing January 1, 2011, employees shall no longer receive longevity payments, except that for 2011, each employee shall receive a one time longevity payment, as stated below, that shall be added to and paid as part of the officer's regular salary payment in 2011 and thereafter.

LONGEVITY INCREMENTS SHALL BE PAYABLE AS FOLLOWS:

- . Sergeant – 4.5%
- Corporal – 4.0%
- Patrolman – 3.5%
- A. Di Loretto – 6.5%
- T. La Rosa – 4.5%

It is agreed that any person hired as a new employee during the term of the agreement shall not be entitled to receive any longevity payment or increment.

ARTICLE IX: OFFICER IN CHARGE

A. If a Sergeant assigned to a particular squad is absent, the Corporal assigned to that squad will become the Officer-in-Charge of the squad for that shift without any additional compensation above the Corporal's rate.

B. In the absence of a Sergeant or Corporal scheduled to work during a shift, any patrol officer placed in the position of Supervisor of the shift shall receive the Sergeant's salary for every hour the officer assumes the duty of the Supervisor. This shall be considered Officer-in-Charge pay and shall be paid to the member in his or her following pay period. If it becomes necessary for a patrol officer to be called in for overtime and assume the Supervisor's position, he/she shall receive overtime plus the difference between his/her base salary rate and the Sergeant's base hourly rate.

C. If during the term of the agreement the Township, pursuant to the recommendation of the Chief, assigns a Sergeant, on a temporary basis, to perform such duties that would normally be performed by a superior officer, the temporarily assigned Sergeant shall be entitled to receive compensation at a Lieutenant's rate of pay provided he remains in that position for at least 60 days.

ARTICLE X: MILITARY AND COLLEGE SUPPLEMENTARY COMPENSATION

Commencing January 1, 2011, employees shall no longer receive military and college supplementary compensation, except that for 2011, each employee shall receive a one time payment not to exceed \$750 that shall be added to and be paid as part of the employee's regular salary payment in 2011 and thereafter.

ART ICLE XI: HOLIDAYS

A. Commencing January 1, 2011, employees shall receive holiday pay based on twelve (12) holidays that shall be added to and be paid as part of the employee's regular salary payment for 2011 and thereafter. All other holiday pay shall be eliminated. For purposes of this calculation, patrolman shifts shall be based on 12 hours and detectives/traffic safety officers shifts shall be based on a 10 hours.

B. Except as stated in subparagraph C below, any employee who is not scheduled to work, scheduled to work or actually working for any of the Township's recognized holidays or any day that may be subsequently declared to be a national or state holiday, shall not be entitled to any overtime or additional holiday pay.

C. Any employee not scheduled to work who is called into and works on any of the Township's recognized holidays and any new employee hired by the Township during the term hereof who is scheduled to work and actually working on any of the Township's recognized holidays, that employee shall receive "holiday pay" at the rate of one and one-half times their base salary. By way of example, if the employee works on a holiday, his pay shall be based on 18 hours if the employee normally works a 12 hour shift (12 hr regular shift + 6 hrs) or 15 hrs if the employee normally works a 10 hr shift.

D. Detectives shall not be required to work on any of the Township's recognized holidays as identified in the Township of Lumberton, Policies and Procedure Manual and Employee Handbook, adopted November 10, 2010 (hereinafter "Handbook"), Section Three entitled "Paid and Unpaid Time Off Policies" for 2012, which includes one floating holiday (Good Friday or Day after Thanksgiving at the employee's choice) unless, if in the discretion of the Chief of Police, or his designee, it is

determined that a detective is needed or required. Although the holiday schedule listed in the Handbook is identified for 2012, it shall apply to the Detective Bureau for the remainder of 2011 (for those holidays remaining), 2012 and 2013.

ARTICLE XII: VACATIONS

All members of the bargaining unit shall receive the following vacation:

<u>YEARS OF EMPLOYMENT</u>	<u>AMOUNT OF LEAVE</u>
0 through completion of 1 st year	10 days
2 through completion of 5 th year	15 days
6 through completion of 10 th year	18 days
Beginning of 11 th year	20 days

Annual vacation shall be credited to the member on the first day of the first month of the year in which it will become due and may thereafter be taken to the extent of the credit and any prior accumulation not abandoned.

Annual unused vacation time may be accumulated for up to three years which shall be measured to December 31st of the third year. Failure to use any accumulated leave within said three (3) year period shall constitute an abandonment of this leave. For example, any member that failed to use accumulated vacation time on or before December 31, 2010 that was accumulated from 2008, abandoned that unused vacation time as of December 31, 2010.

Any accumulated vacation taken pursuant to this section shall be taken at such times as the Chief determines that it will not interfere with the efficient operation of the Department.

Any employee who is laid off, retired or separated from the service of the

Employer prior to taking his vacation shall be compensated in cash for the unused vacation he has accumulated at the time of the separation, prorated over the year. Additionally, any employee who takes any vacation time that he has not earned as a result of being laid off, retired or separated from employment prior to the end of any year shall be required to reimburse the Township on a prorated basis for any used, but unearned vacation time.

Vacation days shall only be granted upon written request of the employee and may be denied if the shift cannot be filled with an overtime officer; except that vacation requests made with less than ninety-six (96) hours prior notice shall be at the discretion of the Chief of Police. Within this ninety-six (96) hour period only, an officer will not be granted vacation leave if another officer on that shift has already been granted vacation leave for the requested period.

Vacation requests for a Monday must be submitted to the scheduling officer no later than the prior Thursday at 7:45 PM. The Chief of Police has the authority to waive this time period as circumstances permit.

ARTICLE XIII: SICK LEAVE

A. Sick leave shall mean paid leave to employees when they are unable to perform their work by reason of personal illness, accident, or to attend to a member of the immediate family who is seriously ill or requires their presence, or to keep doctor appointments which could not be scheduled after working hours. Sick leave shall be available to full-time employees and to part-time employees on a pro-rated basis.

B. Accumulation of Regular Sick Leave

All members of the bargaining unit shall be entitled to sick leave at the rate of one

(1) day per month. Sick time will be credited to all employees on January 1 of each calendar year. Said rate shall apply to all employees employed from date of initial employment to completion of five (5) years of service. At the beginning of the sixth year of employment, a member shall be entitled to 1-1/2 days per month of employment.

Unused sick days shall be accumulated from year to year with no limit.

C. **Accumulated Sick Leave Reimbursement**

1. **Accumulated Sick Time Buyback at Retirement.** Each member shall be entitled to accumulate unused sick time from the date of hire. However, only employees who retire from employment from the Township in accordance with the requirements of PFRS and having at least twenty (20) or more years of credited service in the pension system with the Township shall be entitled to sell back the accumulated time at fifty percent (50%) of its value upon retirement with a maximum of \$15,000.00 for all current employees (hereinafter “Accumulated Retirement Sick Leave Payment”). For the purposes of this provision, the employee’s average daily salary for the three years preceding retirement shall be used to calculate the daily rate of pay to be remunerated upon retirement. The parties agree that utilizing the 50% of its value formula means that the officer would have to have \$30,000.00 worth of sick time to be entitled to its maximum sell back of \$15,000.00 at time of retirement. In the event of death of a member prior to retirement, the reimbursement of sick leave shall be calculated as a death benefit to be paid to his/her estate. Employees who are terminated for cause or voluntarily leave the service of the Township, without retirement, shall not be entitled to accumulated sick time reimbursement.

The Employee, at the option of the Employer, shall receive the Accumulated Sick Leave Payment in one lump sum payment or deferring payment over a two (2) year period from retirement date. Written notification to the Township prior to budget submission of intent to retire must be submitted one (1) year prior to retirement. No payment will be made to the retiree until the budget is adopted.

2. Annual Sick Time Buyback. Commencing January 1, 2011, annual sick time buy back is eliminated. However, each employee shall have 10 days of accumulated sick days, at the rate of 75% of the value of that employee's sick time, rolled into and paid as part of the employee's regular salary payment in 2011 and thereafter. For purposes of this calculation, patrolman shifts shall be based on 12 hours and detectives/traffic safety officers shifts shall be based on a 10 hours.

3. Forfeiture of accumulated sick leave. Any unused and accumulated sick leave shall be forfeited by an employee upon any non-voluntary termination or voluntary separation from employment. Additionally, all used, but unearned sick time must be repaid at time of termination or separation.

D. Injured In The Line Of Duty

Sick leave shall not be charged against a member who is injured in the line of duty, provided that the member supplies a medical certificate substantiating that the injury requires an absence from work.

When an employee is injured in the line of duty that requires the employee to be on leave of absence (i.e. no light duty), a written agreement shall be executed between the Township and employee setting forth that the employee shall reimburse the Township for any moneys paid to him/her for temporary disability, pursuant to Worker's Compensation

laws, for a period of no longer than six (6) months, so long as the Township continues to pay the employee his/her full regular pay as wages. The Township reserves the right to itself, to extend such period for an additional three (3) months for good cause.

In the event the employee refuses or fails to reimburse the Township for temporary disability benefits or enter into the agreement or endorse his/her compensation check for temporary disability payments to the Township and the Township has been paying the Employee his/her full regular pay, then the Township may deduct such amount of compensation payment from the Employee's regular pay.

During the period of disability, the Township reserves the right at such times and under such circumstances as are reasonable to require a person covered under this provision to undergo a physical examination by a physician of the Township's choosing. When said physician determines that an employee is fit to return to full duty, the Township shall cease any further payment to the employee until such time as the employee returns to work.

E. **Medical Certificate**

If an officer is absent because of illness or sickness for more than three (3) consecutive working days, the Township may require a medical certificate certifying an officer's illness.

F. **Family Care**

A member shall be entitled to use sick time to care for his spouse or children when they become ill. However, such use of sick time shall be limited to ten (10) days per year and for no more than three (3) consecutive working days at a time, unless it is medically certified that the member's spouse or child's illness requires that the member

be at home to provide care and assistance. In the event that such a medical certificate is submitted, then the officer may utilize his or her accumulated sick time.

G. **Parenting /Family Leave**

Members are entitled to leave consistent with the Federal and State Family and Medical Leave Acts.

ARTICLE XIV: OVERTIME

A. **Overtime**

Based upon the twelve (12) hour shift schedule utilized by the Patrol Division, overtime, at the rate of one and one-half (1-1/2) times the officers regular hourly salary, shall be paid for hours in excess of eighty-four (84) hours during the fourteen (14) day scheduled work period. All paid leave time, except sick leave shall be counted towards the eighty-four (84) hours for the purpose of determining entitlement to overtime. Overtime shall be paid at the same time as the regular salary payment for the appropriate pay period.

B. **Compensatory Time**

Officer's who work over eighty four (84) hours per two-week period may select to receive compensatory time in lieu of cash payment in the following manner. Compensatory time shall be given at an amount equal to one and one half times the number of hours worked in excess of 84 hours per two week period, at the same rate for cash overtime payments. Hours worked shall not include other forms of overtime which may be earned under this Agreement, which are not based on working in excess of 84 hours per work period, including but not limited to time off for in-service training.

An officer shall be allowed to accumulate up to 120 hours of compensatory time off. The use of compensatory time off shall be based on the same procedure as requesting vacation time. The officer may not use compensatory time off if the Township would incur overtime to fill the employee's shift or position. An officer is permitted to use compensatory time off for less than a complete work shift. The Township may deny the time off if it results in personnel shortage or the Township is required to incur overtime.

An officer may choose to receive cash payment for any or all of his or her accrued compensatory time off upon filing written notice with the Township's Chief Financial Officer. Such payment shall be made in the next scheduled pay period and shall be paid at the employee's current regular rate of pay. Upon retirement, an employee shall receive a cash payment for accrued compensatory time off at the employee's rate of pay at retirement.

C. **Equalization Of Overtime**

Overtime work, when necessary, shall be offered to regular members of the Patrol Division on an equitable and rotating basis, commencing with the most senior patrol officer. A list containing the names of all officers in the patrol division, including sergeants, shall be maintained with the officer with the most seniority in the department being the first name on the list. Overtime shall be offered in the order in which the names appear on the list. If an officer accepts the overtime, he/she shall be then moved to the bottom of the list. If no patrol officer volunteers for the overtime, officers in the Detective Bureau and Traffic Bureau shall be offered the overtime on the basis of seniority.

An exception to the requirement to assigned overtime from the rotating list shall be allowed when, in the discretion of the Chief of Police, the assignment being performed during the overtime requires special skills possessed by only certain officers. The Chief shall exercise such discretion in a reasonable manner.

D. **Minimum Pay**

If an officer is called in or is required to stay over the normal scheduled hours assigned, the officer will be paid for a minimum of two (2) hours time at time and one-half (1-1/2) his/her regular hourly rate. The officer shall receive this minimum pay regardless of whether the officer otherwise qualifies for overtime within this Article. An officer who is called in or stays over the normal scheduled hours assigned shall report to the Officer-in-Charge to determine whether there is some additional duty that is required for the balance of two hours for which the officer is being paid.

ARTICLE XV: SUPPLEMENTARY COMPENSATION

A. **Detective Sergeants**

Detective Sergeants shall receive sixteen (16%) percent of his or her base salary as supplementary compensation to be paid in 12 monthly installments.

B. **Detectives**

Detectives shall receive thirteen (13%) percent of his or her base salary as supplementary compensation to be paid in 12 monthly installments.

C. **Traffic Officer**

The Traffic Officer shall receive thirteen (13%) percent of his/her salary as supplementary compensation to be paid in twelve 12 monthly installments.

The Traffic Officer shall be on call twenty-four (24) hours per day 365 days per year.

The Traffic Officer shall work four (4) high incidence holidays as determined by the Chief and shall be compensated with a day off from his preceding or succeeding shift. Nothing herein shall restrict the Traffic Officer's ability to utilize vacation, personal, compensatory or sick time. The Traffic Officer will not be on call if he/she is utilizing any of the above earned time off unless by mutual agreement with the Chief.

The parties agree to the restructuring of the Detectives supplementary compensation to provide for the inclusion in the Detective's base salary in amount sufficient to permit the computation and accrual of pension benefits parallel to pension benefits received by a uniform officer of similar rank.

Supplementary compensation shall only be paid to employees who are employed full time as Detective Sergeant, Detective or Traffic Officers so that if any employee for whatever reason was no longer serving in that title, he/she is no longer eligible to receive supplementary compensation.

D. **Vehicles**

Each Detective is assigned a vehicle that he/she shall use to and from the work place with limited personal use. This is to have guidelines to be set by a mutual agreement between the Chief and the Detectives.

The Traffic Officer shall be assigned a traffic vehicle which he/she shall use to and from the work place and to other assignments as set by mutual agreement between the Chief and the Traffic Officer. There will be no personal use of the traffic vehicle permitted.

ARTICLE XVI: COURT APPEARANCES

All court appearances by bargaining unit members not occurring during scheduled

working hours shall be paid for at a rate of one and one-half (1-1/2) times the hourly rate with a guarantee of two (2) hours.

Should transportation outside of the Township be required to make the appearance at a court outside the Township, the bargaining unit member using his own vehicle shall receive compensation at the Township standard rate for mileage reimbursement, or at his/her option, may elect to use a car or vehicle supplied by the Township if such is available.

Payments for such appearances will be payable upon request. The Association agrees that prior to December 31 of each year all vouchers for court appearances and mileage shall be submitted to the Chief. Failure to do so shall constitute an abandonment of said expense.

ARTICLE XVII: PERSONAL LEAVE

Each member of the bargaining unit shall be entitled to five (5) days leave time per calendar year to be utilized for personal business. All personal days shall be credited on January 1 of each year. A personal day shall be granted upon request unless the shift falls short and cannot be filled with an overtime officer.

Personal time shall be credited on the assumption that the Employee will be employed the full year. In the event the Employee resigns or is terminated for cause, he/she shall be entitled to personal time based on fifteen (15) hours for each four (4) months worked during the calendar year on a pro-rated basis. Any excessive use of personal days at time of termination will be deducted from the Employee's last pay check.

ARTICLE XVIII: CLOTHING ALLOWANCE

Each member of the bargaining unit shall receive \$500 annually during the term of the contract commencing January 1, 2012 for clothing allowance. The compensation shall be paid by separate check during the first pay period of the year. Uniform shoes are to be purchased by the officer and the cost of same shall not be reimbursed in any other manner. In addition to the Clothing Allowance, the Township shall provide wash and wear uniforms at the Township's cost and expense.

A. **Clothing Maintenance**

All Members shall be supplied with four winter shirts, four summer shirts and four pairs of pants upon being hired. All these items shall be new. Any clothing becoming not presentable shall be replaced in a timely manner at Township's cost and expense. The article of clothing shall be returned to the department upon receipt of a new product. The Township shall purchase and maintain rechargeable flashlights for each present and future member of the bargaining unit.

B. **Badge**

Any officer who retires from the Lumberton Township Police Department with twenty-five (25) or more years of credited service in the pension system shall be entitled to keep his/her badge, as his/her personal property.

ARTICLE XIX: BEREAVEMENT LEAVE

In the event of death in the immediate family, an allowance of up to three (3) working days shall be granted. "Immediate family" shall include husband, wife, civil union partner, child, stepchild, father, mother, father-in-law, mother-in-law, brother, sister or any member of the employee's immediate household.

An allowance of one (1) day shall be granted to attend the funeral of other

relatives of the employee.

Bereavement leave may be extended by the use of personal and/or sick leave.

ARTICLE XX: INSURANCE

A. Effective January 1, 2011, all participating employees shall pay \$2,200.00 towards that employee's premium cost for their health care and dental premiums, except that for 2011, the employees shall only be responsible for payment of the difference between \$2,200.00 and that which has already been deducted for health care premiums pursuant to existing state law as of the date the contract is executed by the parties. Deductions will be made from the employee's regular paycheck on a bi-weekly basis. All officers in the bargaining unit shall receive family health benefits from the various plans currently available to employees and their dependents through the plan in which the Township is currently enrolled, which is the State Health Benefits plan. These include hospitalization, surgical, major medical and a prescription drug plan.

The Township retains the right to change health care insurance carriers so long as the substitute health care carrier provides health insurance benefits equal to or better than the family health benefits available to officers and their dependents.

B. **Life Insurance**

All officers in the bargaining unit shall receive group life insurance not to exceed \$ 15,000. The Township shall have the sole discretion to determine the provider. The Township retains the right to change the life insurance provider at any time without notice.

C. **Funeral Expenses**

In the event that an officer is killed in the line of duty, the Township shall pay a maximum of \$ 2,000 towards funeral expenses.

ARTICLE XXI: IN - SERVICE TRAINING

A. The Chief, or his designee, shall post all schools that are available to the members of the department. Requests for attendance shall be made to the Lieutenant with final approval resting with the Chief.

B. A member attending a school shall be granted one day off for each day in school, day for day, providing attendance is on a scheduled day off and not while on paid shift time. On scheduled days working, the school time shall count as the full shift providing the school lasts past midday.

ARTICLE XXII: SHIFT DIFFERENTIAL

In recognition to the uniformed personnel, they shall receive 2-1/2 percent (2.5%) added to their base salary to be paid in twelve monthly installments to compensate shift differential. Shift differentials shall be added to an officer's base pay for the purposes of calculating overtime compensation.

ARTICLE XXIII: SHIFTS

A. Each member of the Association shall be assigned a scheduled shift at the beginning of each year of the contract and shall not be switched except the power shift officer who would work from 6:45 PM until 6:45 AM when the Chief deems it necessary. The Patrol Division Primary schedule hours shall be from 7:45 AM until 7:45 PM (day shift) and 7:45 PM until 7:45 AM (night shift).

B. **Schedule Changes**

An officer shall be given thirty-six (36) hours notice before any changes are made in his/her scheduled shift. If circumstances do not allow this much prior notice, the officer shall receive time and one-half (1-1/2) for the first day of the scheduled change. If an officer switches his or her scheduled shift with another officer, the officers shall not be entitled to the first day of the scheduled day at time and one-half (1-1/2). Furthermore, the switch shall not create overtime.

The Chief of Police may propose special shifts to the Association when he deems it necessary to address proactive and reactive responses to specific situations. The Association shall not unreasonably deny the Chief the ability to create a special shift assignment. Such proposals shall not be made for the purposed of avoiding overtime. The officers assigned will receive thirty-six (36) hours notice of the schedule change. If the notice is not received within thirty-six hours before the schedule change, the officer shall be compensated with overtime. The Officer shall also receive all benefits and compensation as those of equal rank and time of service. The shift shall be established upon condition of the responses needed to address the situation. It shall consist of eight (8), ten (10) or twelve (12) hour shifts and the officer shall receive his or her 84 hours in any one pay period. Nothing in this article shall supersede the Chief of Police's authority from making special assignments as given to him by title 40A.

ARTICLE XXIV: BREAKS

Employees shall be afforded up to two (2) hour of break during each twelve (12) hour shift subject to the approval and discretion of the Chief or other officer in charge for a particular shift.

ARTICLE XXV: SAFETY COMMITTEE

Three (3) members of the Lumberton Township Police Association shall meet with the Public Safety Director and Deputy Director every three (3) months to discuss health and welfare problems.

ARTICLE XXVI: K-9 OFFICERS

Officers assigned to K-9 duty shall receive three thousand-five hundred dollars (\$3,500.00) annually, prorated for the period of time that they are assigned to that duty. This additional sum is paid to the officer as supplementary compensation to the officer for the additional hours spent training, feeding, grooming and otherwise caring for the police dog assigned to him/her. Payment is made in twelve (12) equal monthly installments during the months an officer is assigned to the K-9 duty.

It is understood that this compensation is not based upon the officer's normal hourly rate as a police officer. As provided in the Fair Labor Standards Act (FLSA) the hourly rate is lower than the normal rate paid to police officers since the work being performed during the overtime period is related to the care of the police dog, not normal law enforcement duties. Since the exact numbers of overtime hours spent on the care of the dog are difficult to maintain, this supplementary compensation is intended to more than compensate the officer for the number of additional hours necessary for the care of the police dog assigned to him/her based upon an hourly rate appropriate for this work.

The K-9 Officer may be afforded the opportunity to train and care for the dog on duty time, when his/her duties, as well as the manpower requirements of the department permit. This duty time is at the discretion of the Chief of Police, the Lieutenant of the Patrol Division or their designees.

ARTICLE XXVII: MODIFICATION

This agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXVIII: FULLY BARGAIN PROVISIONS

This agreement represents and incorporates the complete and final understanding of settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, or whether or not, within the contemplation of either or both of the parties at the time they negotiated or signed the agreement.

ARTICLE XXIX: SEVERABILITY AND SAVINGS CLAUSE

If any provisions of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXX: SAVINGS CLAUSE

Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this agreement as established by the rules, regulations and/or policies of the Township in force on said date, shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefits existing prior to its effective date.

ARTICLE XXXI:

DURATION OF AGREEMENT

A. This agreement shall be in effect retroactively from January 1, 2009 to December 31, 2013. This agreement replaces the prior collective bargaining agreement which expired on December 31, 2008. The subject agreement shall determine the rights and responsibilities of the parties for the agreement by and between the parties from January 1, 2009 to December 31, 2013. If the parties have not executed a successor agreement by December 31, 2013, then the terms of this Agreement shall continue in full force and effect until a successor agreement is executed.

B. Both parties will advise in writing a desire to negotiate the terms of a new Agreement. Negotiations may begin no less than 90 days, nor more than 120 before the expiration of this Agreement.

Attest:

Township of Lumberton

Stephanie Yurko, Township Clerk

By: _____
James Conway, Mayor

Lumberton Township Police
Officers Association, FOP Lodge #201

Witness:

By: _____
Paul Craig, President