# AGREEMENT

# BETWEEN

# HOPEWELL TOWNSHIP

# AND

# HOPEWELL TOWNSHIP POLICE SUPERIOR OFFICERS

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JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

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Prepared By:

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**HOPEWELL TOWNSHIP AND**

**HOPEWELL TOWNSHIP POLICE SUPERIOR OFFICER'S ASSOCIATION**

**FINAL AGREEMENT**

This Final Agreement dated the ___ day of February , 2013, by and between Hopewell Township, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Employer" or the "Township", and the Hopewell Township Police Superior Officers' Association, hereinafter referred to as the "Association",

## ARTICLE 1

## INTERPRETATION AND RECOGNITION

### A. Interpretation

It is the intention of the parties that this Agreement be construed with the P.E.R.C. Act as amended, the Statutes of the State of New Jersey, the Ordinances of Hopewell Township, and consistent herewith, the Rules and Regulations of the Police Department.

### B. Recognition of Bargaining Unit

1. The Township hereby recognizes the Hopewell Township Police Superior Officers' Association as the sole and exclusive unit as defined immediately below, for the purposes of collective bargaining and on all terms and conditions of employment and grievances.

2. The bargaining unit, as discussed immediately above, shall consist of all fulltime Sergeants, now employed or hereafter employed, excluding the Chief of Police, Lieutenants, Patrolmen, Dispatchers, School Crossing Guards and Special Officers of the Department.

### C. Binding Agreement

This agreement shall cover wages and such other conditions of employment as set forth herein and shall be binding upon the parties hereto, and to their successors, as permitted by law.

## ARTICLE 2

## DURATION OF AGREEMENT

**A. Duration of Agreement**

The term of this Agreement shall be in January 1, 2013 through December 31, 2015.

**B. Modification and Successor Agreements**

The parties agree that negotiations for a successor Agreement, modifying, amending or altering the terms or provisions of this Agreement shall commence on or about September 1, 2015. In the event no successor agreement is completed, ratified and executed before December 31, 2015, the present Agreement will continue in full force until said successor Agreement has been ratified and executed.

## ARTICLE 3

## MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, through and by the Chief of Police, 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 the executive management and administrative control of the Township Government and its properties and facilities and the 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 within the Police Department.

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

4. To reduce force for economic reasons in accordance with *N.J.S.A.* 40A-14.143.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof 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 of its powers, rights, authority, duties and responsibilities under R.S. 40 and 40A or any other National, State, County or Local laws or Ordinances.

## ARTICLE 4

## COLLECTIVE BARGAINING PROCEDURE

### A. Recognition of Collective Bargaining and Designated Parties

Collective bargaining with respect to the rights and duties of the Township and Employees, the resolution of grievances, rates of pay, hours of work, and other terms and conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties in accordance with the provisions of P.E.R.C. Act, as amended. Only designees of the Township Administrator or the Association shall be the bargaining agents for the respective parties.

### B. Scheduling of Collective Bargaining Meetings

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

## ARTICLE 5

## NON-DISCRIMINATION

The Township and the Association both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age as far as employment is concerned or as far as any opportunity for improvement of jobs or as a continuation of employment. The Township further agrees that it will not interfere or discriminate against any Employee because of membership in or legitimate activity on behalf of the Association nor will the Township encourage membership in any other association or union or do anything to interfere with the exclusive representation of the Association in the appropriate bargaining unit.

## ARTICLE 6

## STRIKES

The Association assures and pledges to the Township that its goals and purposes are such as to condone no strikes by members of the Association nor work stoppages, slowdowns or any other such method that would interfere with service to the public or violate the laws of the State of New Jersey; and furthermore, the Association will not initiate such activities nor advocate or encourage members of the unit to initiate same.

## ARTICLE 7
## SICK LEAVE

### A. Accumulation

Each full-time regular Employee in the Union may accumulate up to ninety-six (96) hours of sick leave per year earned at the rate of eight (8) hours per calendar month worked.

Sick leave shall begin to accrue when an Employee enters the service of the Township. If the Employee's first day of work is prior to the 16th of the month, accumulation will begin that month. If the first day of work is on or after the 16th of the month, accumulation shall begin the month following the start of work.

On January 1 of the year, each full time regular Employee shall have credited to his/her account ninety-six (96) hours of sick time in anticipation of working the twelve (12) months of the coming year.

There shall be no limit to the number of unused sick days which may be accumulated. Employees shall be given a written accounting of accumulated sick leave hours by the Administrator's Office prior to February 1st each year.

### B. Use of Sick Leave

Sick leave will be used in increments of one (1) hour or more. Sick leave may be used only for Employee's sickness or injury, not work related, unless taken in conjunction with injury leave as provided in Article 8, Paragraph A3.

Generally, Employees shall not be permitted to take sick leave in excess of that which has been credited to his/her account. However, upon approval by the Chief of Police and the Township Administrator, an Employee may take anticipated sick leave not in excess of that which would be accumulated by the end of the calendar year in which the excess is to be taken.

The Chief and the Administrator shall consider the Employee's past history of the use of sick leave when considering approval of the use of anticipated sick leave.

Should the Employee leave the service of the Township before he/she has earned the anticipated sick leave used, he/she shall reimburse the Township for the unearned portion which portion shall be deducted from his/her final pay check.

An Employee who becomes ill when on authorized annual leave may report the circumstances to the Chief of Police by phone or by letter and upon presenting a certificate of inability to work from a licensed physician, may be allowed to charge to sick leave the time lost by reason of illness while on annual leave. Up to five (5) days of sick leave may be utilized, with the approval of the Chief of Police or his designee, for necessary attendance to illnesses or injury in the Employee's immediate family.

**B. Certificate of Inability to Work**

The Chief of Police may require certification from a licensed physician or the Township physician, or other evidence of an Employee's inability to work, before sick leave is approved.

When an Employee has been absent for five (5) consecutive working days or longer because of illness, he/she shall not be permitted to return to work until the Township physician has determined that he/she is medically fit to return to work. The Township Administrator will not authorize the Employee's return to work without such determination by the Township physician which shall be made on a form acceptable to the Township Administrator.

The provisions of this section shall apply to the return to work for light duty as well.

**D. Sick Leave Incentive**

As an incentive to use sick leave for its intended purpose, and to increase productivity and reward Employees with excellent attendance records, the following policy shall apply:

1. Upon retirement, an Employee will receive payment for fifty percent (50%) of his/her accumulated sick leave, based upon the Employee's most recent February 1st accounting, or Fifteen Thousand Dollars ($15,000.00), whichever is less. Payment shall be calculated based on the Employee's rate of pay at the time of retirement.

2. This benefit will be available only to Employees of the Association who are eligible for benefits under the provisions of the Police and Fire Retirement System immediately upon retirement, and shall not be available to those who retire prior to that time for any reason.

**E. Records**

The Township Administrator's Office shall maintain the official sick leave records for each Employee.

## ARTICLE 8

## SPECIAL LEAVE

### A. Types of Leave

Employees shall be entitled to the following temporary non-accumulative leave of absence with full pay unless otherwise noted.

1. Death and Serious Illness - Up to three work (3) days at any one time due to death or serious illness of any Employee's spouse, child, parent, father-in-law, mother-in law, brother, sister, grandparent, grandchildren, step-parents, step-children and step grandparents and any other members of the immediate household. In the case of death the three (3) work days are calculated following the day of death.

2. Good Cause - Other leaves of absence without pay may be granted by the Township Administrator for good reason, and such leave of absence shall not be unreasonably or arbitrarily denied.

3. Injury Time - Each full-time, probationary or permanent Employee who is unable to work as a result of an injury arising out of and in the course of his employment with the Township, shall receive his full salary for a period not to exceed twelve (12) months following the date of injury. Such salary shall be paid in accordance with the Township's standard pay schedule.

If the Employee is entitled to receive worker's compensation benefits during the period as set forth in the above paragraph, the Township shall be entitled to receive those benefits from its worker's compensation carrier to offset the salary being paid. It is intended hereby that no

Employee shall receive more than his full salary during the twelve (12) months he is out because of an injury arising out of and in the course of his employment.

After twelve (12) months from the date of the injury as set forth above, the Employee must then use his accumulated sick leave for any time beyond the twelve (12) months, but shall use the same on the basis of one-half day of accumulated sick leave for each day of absence beyond the twelve (12) months.

Sick leave and annual leave shall continue to accrue during the periods in which the Employee is receiving worker's compensation benefits.

The Township agrees to use its best such efforts to allow an Employee injured in an accident arising out of the course of his employment to return to light duty if the operation of the Police Department will so allow and if the Employee's condition permits the same. Prior to the return to such light duty, the Employee shall be examined by the Township Doctor who should give his full approval of the return to duty of said Employee.

The Employer agrees to provide a written copy of the Township's Light Duty Policy.

## ARTICLE 9

## INSURANCE PROTECTION

### A. Medical Insurance

As of the date of the execution of this Agreement by the parties, the Township shall provide major medical, hospitalization, life insurance protection, dental and vision care. Each full-time Employee shall pay a portion of the medical premium as directed by P.L. 2011 c. 78, and where appropriate, for dependent insurance coverage.

The Township shall pay the full premium for each full-time Employee, and where appropriate for family plan insurance coverage. The Township may change carriers at its discretion provided such change of coverage will be equal to or better than that coverage previously enjoyed. The Township will provide at least forty-five (45) days' notice to the Employees of any change in carrier.

The Association and the Township agree that members will receive medical services within the Insurance Carriers of Blue Cross/Blue Shield of New Jersey under Blue Select (Preferred Provider Organization) and/or Horizon Direct Access (HDA). The co-payment for doctor's visits (HDA and PPO) shall be Fifteen Dollars ($15.00).

### B. Vision Care

The Township will reimburse each Employee up to One Hundred Fifty Dollars ($150.00) per family member, not to exceed Three Hundred Dollars ($300.00) per family for each calendar year. If the Township policy should ever increase the amount of vision care, this would automatically apply to those Employees covered under this contract.

### C. Prescription Drug Insurance

The Township shall provide a Prescription Drug Plan for each full-time Employee,

and where appropriate, dependents with a co-payment provision of Seven Dollars and Fifty Cents ($7.50) for generic and Fifteen Dollars ($15.00) for brand name drugs. The mail order co-payment shall remain the same. Each full-time Employee shall pay a portion of the applicable premium as directed by P.L. 2011 c. 78, and where appropriate, for dependent insurance coverage.

**D. Retiree Medical Benefits**

The Township will provide for each retired Employee and dependents full paid vision care and medical insurance, including a prescription drug plan, and full dental benefits in effect at the time of his/her retirement under the Police and Firemen's Retirement System.

The Employee must be employed by Hopewell Township for no less than twenty-five (25) years and meet the criteria for retirement under the Police and Firemen's Retirement System. The Township will provide medical insurance, including prescription drug plan with Three Dollar ($3.00) co-pay, for the Employee's dependent only if the dependent is not covered by his/her own medical insurance. The Three Dollar ($3.00) co-pay refers only to Employees, and the Employee's dependent who retired prior to January 1, 2005.

Persons retiring between January 1, 2005 and February 28, 2009 shall be covered by the Ten Dollar ($10.00) co-payment doctor visit and prescription co-payments of Five Dollars ($5.00) for generic and Ten Dollars ($10.00) for brand name and Three Dollars ($3.00) or less for mail order drugs. Persons retiring after March 1, 2009 shall be covered by the Fifteen Dollar ($15.00) co-payment for doctor's visits and prescription co-payments of Seven Dollars and Fifty Cents ($7.50) for generic and Fifteen Dollars ($15.00) for brand name drugs. The Three Dollar ($3.00) co-payment for mail order drugs shall remain unchanged.

The retiree shall be required to make any applicable contribution to the premium costs of the foregoing coverage. The amount of contribution to be paid by the retiree is to be based on the benefit in effect at the time the retiree becomes eligible for the benefit as a retiree, provided that the retiree pays at a minimum the contribution required by P.L. 2011, c. 78.

**E. Life Insurance**

The Township will provide a policy of Life Insurance and Accidental Death and Dismemberment Insurance in an amount equal to one and one-half ($1^{1/2}$) times the annual salary of each Employee until retirement.

**F. Copies of Brochures**

Brochures explaining the insurance benefits will be provided by the Township to each Employee.

**G. Waiver of Medical Benefits**

Unless otherwise required by applicable law, any Employee who is eligible for health care coverage and elects to waive the coverage by the Township, shall receive an annual amount (to be paid on per pay basis) which shall not exceed 25% or $5,000, whichever is less, of the amount saved by the Township (N.J.S.A. 40A 10-17.1). An employee who waives coverage shall be permitted to resume coverage under the terms and conditions as applied to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce.

## ARTICLE 10

## POLICE VEHICLE EQUIPMENT

All police vehicles shall be equipped with air conditioning and AM/FM radio. It is agreed that all other equipment provided is the prerogative of the Township.

## ARTICLE 11

## GRIEVANCE PROCEDURE

### A. Definition of Grievance

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any Employee(s) covered by this Agreement. Where there exists specific legislation requiring another forum to be utilized then such legislation shall preempt this clause.

### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, and as quickly as possible, an equitable solution to problems with respect to the administration of this Agreement, which may arise from time to time, in order to ensure the smooth running of the organization and to promote good Employee morale. Both parties agree that the processing of grievances will be kept as informal and confidential as may be appropriate at any level of the process. No resolution of a grievance shall be in conflict with the provisions of this Agreement.

### C. Presentation of Grievances

In the presentation of a grievance, the grievant shall have the right to present his or her own case, or designate an Association representative to appear with him/her. There shall be no loss of pay for time spent by the grievant in presenting the grievance. A grievance may be presented by an Employee or by the Association on behalf of an Employee or group of Employees. The Association shall be provided a copy of any grievance submitted by an individual Employee.

**D. Timing of the Process**

A grievant shall first attempt to resolve his/her complaint with his/her immediate Supervisor verbally. If this fails, the grievant shall institute action under the provisions of this Article by delivering, to the appropriate superior, a signed complaint within fifteen (15) days of the time he/she had knowledge, or should have had knowledge, of the occurrence. Failure to act within said fifteen (15) days shall constitute an abandonment of the grievance.

Failure of the grievant to file his/her grievance in a timely manner at any step in the grievance process, in the absence of an extension, shall constitute an abandonment of the grievance.

Failure of a superior or other management representative to respond, in a timely manner, to a properly filed grievance shall constitute a denial of the grievance, unless an extension of time has been agreed upon. Where such a denial occurs, the grievant may proceed to the next step in the process.

Extensions of time may be agreed upon, at any step in the process, by mutual agreement of the parties, in writing.

**E. Procedure**

Level 1. - Immediate Supervisor

After first attempting to resolve a grievance verbally, the grievant shall file the grievance, in writing, with his/her immediate supervisor within the required time period. The supervisor shall render a decision in writing within six (6) of his/her working days after the filing of the grievance.

Level 2. - Chief of Police

In the event that the parties are unable to satisfactorily resolve the grievance at Level 1, the grievant may, within five (5) days of the response by the immediate superior, refer the grievance, in writing, to the Chief of Police for resolution. The Chief, or his designated representative, shall render a decision in writing, within ten (10) of his/her working days after the referral.

Level 3. - Township Administrator

In the event that the parties are unable to satisfactorily resolve the grievance at Level 2, the grievant may, within five (5) days of the response by the Chief or his representative, refer the grievance, in writing, to the Township Administrator for resolution. The Township Administrator, or his/her designated representative, shall render a decision, in writing, within fifteen (15) of his /her working days after this referral.

Level 4. - Arbitration

In the event that the grievance is not resolved at Level 3, the grievant shall have ten (10) of his/her working days in which to file a request with the Public Employment Relations Commission (PERC) for binding arbitration. An Arbitrator shall be chosen in accordance with PERC procedures. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions which led to the decision. The decision shall be based on interpretation of this Agreement, and the Arbitrator is not authorized to alter the Agreement in any way. The Arbitrator's decision shall be final and binding on all parties.

The costs of the services of the Arbitrator shall be borne equally by the Township and the Association. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

If the grievant is accompanied by a Shop Seward or Officer of the Association during the arbitration process, such person shall be released from work without loss of pay in order to participate in the proceedings.

**F. Meetings and Hearings**

All meetings and hearing conducted during the grievance process shall be closed to the public and shall include only the parties at interest and/or their designated representatives. All written correspondence and other documentation or evidence generated during the process shall be made part of a permanent file in the office of the Township Administrator.

## ARTICLE 12

## ANNUAL LEAVE

### ANNUAL LEAVE ELIGIBILITY

A. An employee's entitlement to earned Annual Leave is based on the number of complete calendar years of employment. A "complete calendar year of employment" is a year in which an Employee works a regular schedule from January 1 through December 31.

1. Two (2) through five (5) calendar years of service. After one calendar year of service, and upon completion of each additional year through five (5) years of service, an Employee is eligible to take two hundred (200) hours of earned Annual Leave each year.

2. Six (6) through ten (10) calendar years of service. Commencing with the sixth year of service, an Employee is eligible to take two hundred twenty-four (224) hours of earned Annual Leave each year.

3. Eleven (11) through fifteen (15) calendar years of service. Commencing with the eleventh year of service, and upon completion of each additional year through fifteen (15) years of service, an Employee is eligible to take two hundred forty-eight (248) hours of earned Annual Leave each year.

4. Sixteen(16) through twenty (20) calendar years of service, commencing with the sixteenth year of service and upon completion of each additional year through twenty (20) years of service, an Employee is eligible to take two hundred *seventy-two* (272) hours of earned Annual *Leave* each year.

5. Twenty-one (21) or more calendar years of service. Commencing with the twenty-first year of service, an Employee is eligible to take two hundred ninety-six (296) hours of earned Annual *Leave* each year. Employees are eligible for eight (8) additional hours per year of service up to a maximum of three hundred *twelve* (312) hours.

**B. <u>Accrual of Annual Leave</u>**

Annual leave will be awarded to Employees on January 1st of each year in anticipation of them earning their respective *leave* hours during the course of the year. Annual *leave* will be earned on a monthly pro-rata basis, calculated by dividing the appropriate number of hours, from the schedule in section A of this Article, by *twelve (12).* An Employee may accrue up to two (2) years of annual *leave* at the rate(s) for his/her two (2) most recent years of service. Any earned but unused annual *leave* in excess of these two (2) years which remain credited to the Employee's account at the end of the year will be forfeited. The provisions of this contract pertaining to vacation carryover shall be interpreted in accordance with applicable state law.

**C. <u>Separation from the Service</u>**

An Employee shall be compensated for unused earned *leave* which remains credited to his/her account at the time of separation at his/her then current rate of pay. The Township shall be reimbursed for any annual *leave* taken but not earned by deducting an appropriate amount from the Employee's final paycheck.

Should an Employee die while employed with the Township, any compensation due to him/her for unused earned annual *leave* shall be paid to his/her estate.

**D. Scheduling of Leave**

It is hereby recognized that the scheduling of annual leave periods is a management prerogative. In accordance with such recognition, annual leave periods shall be taken in four (4) hour increments (as much as that is possible) and approved by the Chief of Police in accordance with his decision to maintain efficiency and smooth operation of the Department. Nevertheless, individual exceptions may be made to such "block" vacation periods upon application to and approval by the Chief of Police.

**E. Holidays**

1. It is recognized that the annual leave entitlements set forth in the schedule in Section A of this Article include one hundred twelve (112) hours which represent the fourteen (14) paid holidays to which regular full time Employees are entitled. Should the Township make any additional paid holidays available to other Employees of the Township after the effective date of this Agreement, an additional eight (8) hours of annual leave will be credited to members of the Association each year.

2. The following holidays are recognized by the public employer as provided under this Article:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Lincoln's Birthday
4. Presidents' Day
5. Good Friday
6. Memorial Day Observed
7. Independence Day
8. Labor Day
9. Columbus Day Observed
10. Veterans' Day Observed
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Eve (floating holiday)
14. Christmas Day

The value of four (4) holidays has been folded into the base pay of SOA members. The salary scheduled set forth in Article 14 includes the holiday fold-in provisions as noted above.

## ARTICLE 13

## PERSONAL LEAVE

The Township shall give each Employee thirty-six (36) annual hours that the Employee can use at his/her discretion with no advance notice and with no loss of pay, annual leave, sick time, reserve time or compensatory time. Any personal leave not taken by the end of the calendar year will be added to the Employee's sick leave accumulation. Personal leave will not be paid in cash if not taken, nor accumulate as personal hours from year to year.

## ARTICLE 14

## SALARIES AND LONGEVITY

A. **Salary**

The salary scale for Superior Officers shall be as follows:

| TITLE | 2013 | 2014 | 2015 |
|---|---|---|---|
| Sergeant 1 | $110,320.10 | $112,526.50 | $114,777.03 |
| Sergeant 2 | $113,750.16 | $116,025.16 | $118,345.67 |

All Sergeants with less than one (1) year in title will be at Sergeant 1 pay scale. On his/her first anniversary date will move to the Sergeant 2 pay scale.

**B. Sergeant's Differential**

Sergeant salaries shall never fall below ten percent (10%) over maximum Patrolman base salary. If this occurs, adjustments will be made in the Sergeant's salary to reflect the ten percent (10%) differential.

**C. Longevity**

Effective January 1, 2008, the longevity pay plan for the SOA shall provide the following:

1. Employees having ten (10) to fifteen (15) years of service with the Township of Hopewell shall receive an annual longevity payment of One Thousand Dollars ($1,000.00), which shall be added to the Employee's base pay and which shall be payable *via* the payroll biweekly system. Salary adjustments shall be calculated on the Employee's base pay, exclusive of longevity pay.

2. Employees having fifteen (15) to twenty (20) years of service with the Township of Hopewell shall receive an annual longevity payment of One Thousand Five Hundred Dollars ($1,500.00), which shall be added to the Employee's base pay which shall be payable *via* the payroll bi-weekly system. Salary adjustments shall be calculated on the Employee's base pay, exclusive of longevity pay.

3. Employees having twenty (20) or more years of service with the Township of Hopewell shall receive a flat longevity payment of Two Thousand Dollars ($2,000.00), which shall be added to the Employee's base pay and which shall be payable *via* the payroll biweekly system. Salary adjustments shall be calculated on the Employee's base pay, exclusive of longevity pay.

## ARTICLE 15

## OVERTIME AND COMPENSATORY TIME

### A. Overtime Defined

Overtime is defined as any time worked by a member of the bargaining unit in excess of his/her daily work day established pursuant to Article 17. Such work must have been authorized, directed and approved by an appropriate supervisor. Reserve time, as defined in Article 17, Paragraph A6, shall not fall within the definition of time worked for the purpose of calculating overtime.

In addition, work performed on the Employee's regular day off (RDO) shall be compensated at the overtime rate. An exception to this is work performed as part of an intergovernmental program for which a rate of compensation has been set.

### B. Computation of Overtime

Overtime shall be calculated beginning fifteen (15) minutes after the completion of the normal working shift. In the event that the Employee is required to remain at his duty beyond the completion of his shift, the overtime period shall commence at the end of the scheduled work shift and run through the completion of the aforesaid duty.

### C. Payment of Overtime

The rate of overtime shall be at one and one-half ($1^{1/2}$) times the Employee's hourly rate. The hourly rate shall be computed by dividing the Employee's annual salary by two thousand eighty (2,080) and shall include any other factors mandated by the Fair Labor Standards Act as interpreted by case law and/or amendment by legislation. Overtime shall be computed and paid not later than the second payroll date after the overtime work is performed.

**D. Call Back**

1. Minimum - In the event there is a call back to duty when the Employee is not scheduled to work, said Employee shall receive a minimum of four (4) hours compensation at the overtime rate whether the said Employee shall work such entire four (4) hour period. However, the balance of call back time after addressed to the emergent situation shall be applied to productive departmental work unless the Employee waives his right to the balance of the call back period.

2. Court Appearance - Whenever an Employee should be required to appear before a Grand Jury, Municipal Court, County Court, State Superior Court, State Supreme Court or Federal Court, or any administrative tribunal on a job-related matter, such time during which he is so engaged shall be considered a time of assignment to, and performance of, his regular duty.

Whenever such appearance occurs outside his normal working hours, the Employee shall receive a minimum of four (4) hours compensation subject to the productive work requirement in Paragraph 1 above. The rate of compensation for this time shall be determined as set forth in Paragraphs A through D above.

**E. Compensatory Time**

An Employee may opt to convert and accumulate overtime earned to compensatory time up to a maximum accumulation of four hundred eighty (480) hours, except that overtime related to time spent in court for cases resulting from their official duties in the Hopewell Township Police Department shall be paid compensation. Compensatory time may be taken by the Employee when authorized by the Chief of Police. Compensatory time procedures are set forth as follows:

1. Compensatory time shall be credited at time and a half ($1^{1/2}$).
2. Only time documented on the bi-weekly pay sheets approved by the Administrator will be eligible for compensatory time off.
3. Compensatory time may accumulate from year to year, provided it does not exceed four hundred eighty (480) hours.
4. Compensatory time shall be applied for, forty-eight (48) hours in advance on the regular Township Leave Request Form.
5. Compensatory time should be taken soon after the occurrence of extra hours of work as is reasonable.
6. Pay for accumulated compensatory time will be given upon retirement or termination of employment for any unused compensatory time credit. Such pay shall be calculated as set forth by FLSA guidelines.
7. Compensatory time will normally be granted in partial day or single day units. It is not to be used to extend vacation or annual leave without prior approval of the Chief or the Chief's designee.

**F. <u>On-Call</u>**

Detectives only will receive one (1) hour compensatory time for each day on-call on Fridays, Saturdays and Sundays.

**G.** Special duty work shall be as defined in Article 24.

## ARTICLE 16

## EDUCATION INCENTIVE

**A. Tuition Cost**

1. For the purpose of encouraging police personnel to continue their education, the Township will reimburse Employees fifty percent (50%) of the cost of tuition for enrollment in courses leading to degrees in the areas of law enforcement, criminal justice or public administration.

2. In order to be eligible for reimbursement, the Employee must present evidence of successful completion of course work with a passing grade.

**B. Textbook Cost**

The Township will also pay for the required texts for the recognized courses which will become the property of the Township and part of the Criminal Justice Library in the Police Department.

**C. Approval of Enrollment in Program**

All courses to be taken relative to this program must have the prior approval of the Chief of Police. This is to accommodate reimbursement procedures and enable proper scheduling to minimize potential work-class conflicts.

**D.** All bargaining unit Employees who have achieved a bachelor's level degree in the areas of law enforcement, criminal justice or public administration shall be entitled to One Thousand Dollars ($1,000.00) per *annum* as an educational benefit. Said One Thousand Dollars ($1,000.00) educational benefit shall be paid in equal installments, along with regular payroll and utilized for all computations.

## ARTICLE 17

## SCHEDULE

It is recognized that the determination of assignment of Employees is the prerogative of the Chief of Police or the Chiefs representative.

Under normal working conditions, an Employee will be notified five (5) days before any change in work schedules or in assignments.

The regular work day shall be established by the Chief of Police and the Association. It shall be no less than eight (8) hours or no more than twelve (12) hours. The regular work year shall be two thousand eighty (2,080) hours.

**A. Hourly Work Schedule**

The Association would like to facilitate the continuation of the current hourly work schedule.

1. The Chief will continue to have his existing flexibility to rotate Police Officers and change their individual work schedules.

2. Police Officers will not be allowed to work more than sixteen (16) hours in a twenty-four (24) hour period unless specifically authorized by the Chief or his designee. This shall include outside police employment (private duty). The twenty-four (24) hour period shall begin at the start of the Officer's scheduled shift.

3. Officers working the implemented twelve (12) hour work schedule will have a normal work day of twelve (12) hours. If the schedule is operational during an entire fifty-two (52) week calendar year, it may require Officers who work a twelve (12) hour

day to work an additional one hundred four (104) extra hours above the present two thousand eighty (2,080) hours as explained below in Section 6.

4. Each type of absence (vacation, sick, personal, compensatory and reserve) shall be accounted for separately. Time (hours scheduled to work) actually absent from duty will be charged against the accumulated or allowed hours for respective types of absence. For example, the number of vacation hours will be credited and debited separately as will those of personal time, sick time, compensatory time, and reserve time.

5. Accumulated time off will be reviewed with each Officer to establish a base from which to work in the future, on or about February 1 of each year.

6. As stated above, Officers assigned to work twelve (12) hour days may work up to an extra one hundred four (104) hours (four (4) additional hours every fourteen (14) days, in a payroll period) if the assigned Officer worked twelve (12) hours on every scheduled work day. It is the goal of the Department to eliminate the one hundred four (104) hours. It is understood that monetary compensation for the additional scheduled hours will not be paid nor is it required. Compensation for the extra hours will be recorded as one-to-one (1 to 1) reserve hours and may be used for absence from duty in a manner similar to annual leave.

7. All reserve hours will be utilized or scheduled for use by December 15th of each year. Reserve hours not utilized may be carried to the next calendar year, but will be utilized prior to January 30th of the following year. There will be no carryovers beyond January 30th and there will be no conversion to any type of paid absence from duty.

**B. Training**

The Chief and the Association understand that training of Officers is beneficial to all concerned. With this in mind, we recognize flexibility in arranging schedules to attend training is a necessity. Furthermore, the schedule of each Officer to attend training will be handled on a case by case basis, and the following will be used as a guideline when sending Officers to training.

1. Whenever possible, training will be scheduled during the Officer's regular scheduled shift.

2. Wherever possible, training days should be considered eight (8) hour work days.

3. In those cases where training does not conform to the Officer's work schedule, and requires the Officer to attend training on a day off, the hours earned by the Officer during the day off may be used as compensation time within the same payroll period after the Officer attended such training or the hours will be converted to overtime compensation and be paid in the subsequent pay period.

4. In some cases, an Officer attending training may need to work a twelve (12) hour day rather than an eight (8) hour day. In those cases, the Officer reports to work, attends training during the hours scheduled for it, and returns to work to finish the assigned shift.

5. There shall be provided three (3) eight (8) hour training days for training use only annually. Each bargaining unit member shall receive an automatic thirty-six (36) annual compensatory time off (CTO) hours in the bank for their individual use at the Employee's sole discretion, subject only to prior Departmental approval.

**C. Staff Meetings**

The parties recognize that it is beneficial to the Employees and the Department to convene periodic Staff Meetings. Since such meetings, by definition, include all members of the Association, not everyone will be accommodated in the same way. However, the Chief will make every effort to schedule such meetings when the maximum number of members are on their regular work shift or are about to begin or end their regular work shift.

With the exception of emergency situations, such Staff Meetings shall be scheduled at least one (1) week in advance. The provisions of paragraphs B3 and B4 above shall apply to Staff Meetings.

**D. Bi-Annual Firearms Training**

Bi-annual firearms training is recognized as necessary and required. This training will be two (2) eight (8) hour sessions. All training shall be considered as time worked and compensated appropriately within the same pay period.

**E. Exceptions to Regular Work Shifts**

Officers assigned to work shifts other than twelve (12) hours per day, will be agreed upon by the Chief of Police and the Association, and the above sections (A, B and C) will be consistent with their regular work shift, *i.e.* ten (10) hours will be substituted where applicable as the regular working shift. An Officer working a ten (10) hour work shift will be entitled to any hours in excess of two thousand eighty (2,080) hours per year as reserve time and subject to all training as outlined.

## ARTICLE 18

## UNIFORM AND EQUIPMENT MAINTENANCE AND REPLACEMENT

All initial uniform issue as set forth in General Order 22 dated January 28, 1981, and updated to current standards, is hereby incorporated and made a part of this Agreement as Appendix A. Effective January 1, 2013 each Employee covered by this contract shall receive an annual uniform allowance of Nine Hundred Fifty Dollars ($950.00). Payment of the clothing allowance shall be on or before June 1 of each year.

All cleaning, maintenance and repair of uniforms and equipment shall be supplied by the Township at no expense to the Employee.

**Damaged Uniform - Equipment**

All articles of uniforms which become damaged and unwearable as a result of an accident occurring while the Officer is performing assigned police duty, shall be replaced at direct Township expense, following an inspection and approval by the Chief of Police, as may be needed or required during a given budget year.

**Special Equipment**

The following items of equipment, shall be replaceable at all times, at the direct expense of the Township, *i.e.;* Leather equipment, Badges, Name Plates, Collar Letters, Patches, Rain Coats and Boots, Firearm, Night Sticks, Flashlights, Hand Cuffs, Uniform Hip and Mackinaw Jackets.

## ARTICLE 19

## NON-UNIFORM OFFICER CLOTHING REPLACEMENT PROGRAM

A. The Township recognizes that the Officers assigned to non-uniform duty will be required to wear his/her personal street/business clothing while performing assigned duties. The Township agrees to reimburse such Officers annually for the general wear resulting from the use of their personal clothing in the performance of Township business, in the same manner as provided for uniforms in Article 18. Effective January 1, 2013 annual uniform allowance of Nine Hundred Fifty Dollars ($950.00) shall be paid to each Employee. Payment of the clothing allowance shall be on or before June 1 of each year.

B. It is further agreed that emergency replacement may be authorized by the Chief of Police, for articles of street/business clothing damaged during the performance of duty during an emergency or assigned duty at any time during the year.

## ARTICLE 20

## FALSE ARREST INSURANCE

Effective as of the date of the execution of this Agreement, the Township shall purchase and maintain insurance *coverage* on behalf of each Employee against any expenses incurred in any proceeding and any liabilities asserted against said Employees in their capacities as a member of the Police Department of the Township of Hopewell, County of Mercer.

Such insurance coverage shall include protection and indemnification concerning claims or actions arising out of and directly related to the lawful exercise of police powers in the furtherance of official duties. The Township shall not insure nor be liable for punitive damages awarded for wanton and willful acts on the part of an Employee.

Such insurance shall provide or the legal defense and counsel for an Employee with respect to any action or legal proceeding arising out of or incidental to the performance of his duties. The Township agrees to the provisions of *N.J.S.A.* 40A:14-155 in that the Employee may choose his own legal counsel with respect to "disciplinary proceedings" minstituted against him by the Municipality and criminal proceedings instituted by or on complaint of the "Municipality". If such cases are dismissed or finally determined in *favor* of the Officer, he shall be reimbursed for reasonable legal expenses of his defense.

## ARTICLE 21

## MEETING PLACE

The Township shall permit the Association to use the Township building for its meetings.

## ARTICLE 22

## MUTUAL RECOGNITION OF EXISTING OBLIGATIONS AND CONDITIONS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable to the signing date of this Agreement to Employees covered by this Agreement as established by the Township Ordinances and Rules and Regulations of the Police Department of the Township enforced on said date shall continue to be so applicable during the terms of this Agreement.

Unless otherwise provided in this Agreement, it is recognized to be the prerogative of the Chief of Police or his representative to add as the situation demands, additional Orders and/or Rules and Regulations, including Personnel Orders, which are not to abrogate the terms of this Agreement entered into by both parties of this contract.

## ARTICLE 23

## SAVINGS CLAUSE

In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable law or regulation, such determination shall not impair the validity or enforceability of the remaining provisions of this Agreement.

## ARTICLE 24

## SPECIAL DUTY ACTIVITIES

A. In those instances where provision is made with and through the Department to secure the services of a regular Police Officer during off-duty hours, said Police Officer shall be deemed to be acting in his official capacity.

B. Remuneration for said duty shall be made through the municipality and shall be paid in the pay period in which the special duty is worked.

**C.** Scheduling for said duty shall be on a rotating Department wide seniority basis, and shall be assigned in accordance with the Special Duty Policy of the Department.

**D.** Compensation for such duty shall be equal to the overtime rate for the sergeant assigned to such duty. Compensation for special duty work performed by officers shall be at the overtime rate for sergeant. Special duty performed on behalf of the Hopewell Valley Regional School District or any non-profit entity, shall be compensated at Sixty Five Dollars ($65.00) per hour.

**TOWNSHIP OF HOPEWELL**

**AND**

**HOPEWELL TOWNSHIP POLICE ASSOCIATION**

**TENTATIVE APPROVAL**

Tentative approval is hereby given to this Agreement as heretofore set forth. This Tentative Agreement is subject to the final approval of the Township Committee and the members of the Association, before this document will be finally executed.

| | |
|---|---|
| For the Association | Township Administrator |
| Date | Date |

**FINAL APPROVAL**

This certifies that the designated governing powers have authorized execution of the Agreement in final form.

For the Association

Date 2/27/13

Mayor

Date 2/28/13

## APPENDIX A

## INITIAL UNIFORM ISSUE

| ITEM | EACH PATROLMAN |
|---|---|
| LIS Shirts | 7 |
| *SIS* Shirts | 7 |
| Turtle Neck Shirt | 2 |
| Trousers | 4 |
| Ties | 4 |
| Police Cap | 1 |
| Winter Cap | 1 |
| Shoes (Blk. Plain) | 1 |
| Winter Mackinaw | 1 |
| Coat - all weather | 1 |
| Patches | 16 |
| Hand Held Radio | 1 |
| Name Plate | 1 |
| Breast Badge | 1 |
| Cap Badge | 1 |
| Pocket Badge | 1 |
| Sam Brown Belt | 1 |
| Holster | 1 |
| *Off* Duty Holster | 1 |
| Pistol Magazines | 3 |
| Spare Magazine Holder | 1 |
| Mace with Case | 1 |
| Cuff Carrier | 1 |
| Hand Cuffs | 1 |
| Firearm | 1 |
| PR 24 with holder | 1 |
| Flashlight | 1 |
| Body Armor | 1 |