

EMPLOYMENT AGREEMENT BETWEEN

THE TOWNSHIP OF LAWRENCE

AND

FRATERNAL ORDER OF POLICE

LODGE #209

(Rank and File)

January 1, 2024 to December 31, 2027

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PREAMBLE

THIS AGREEMENT, made and entered into on this 18th day of December, 2023, by and between the **TOWNSHIP OF LAWRENCE**, in the County of Mercer, a Municipal Corporation in the State of New Jersey, (hereinafter referred to as the **TOWNSHIP**), and **LAWRENCE TOWNSHIP FOP LODGE 209 - FRATERNAL ORDER OF POLICE**, affiliated with the Fraternal Order of Police-New Jersey Labor Council (hereinafter referred to as the **UNION**) represents the complete and final understanding on all bargainable issues between the **TOWNSHIP** and the **UNION** and is designed to maintain and promote a harmonious relationship between the **TOWNSHIP** and such of its members who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

TWP: KEP FOP: TP

ARTICLE 1
RECOGNITION AND SCOPE OF AGREEMENT

Section 1.1

The TOWNSHIP hereby recognizes the UNION as the sole and exclusive representative of all the members in the UNION as defined in Article 1, Section 1.2, herein for the purpose of collective bargaining, settlement of grievances and all activities and processes relative thereto.

Section 1.2

The UNION shall consist of all members whose titles are set forth in Section 9.1(a) and (b) hereafter, of the Department of Public Safety, Division of Police of the Township of Lawrence, New Jersey now employed or hereafter employed, excluding the Chief of Police, Captain, Lieutenants and Sergeants and any confidential members and all other members in the Township of Lawrence.

Section 1.3

This Agreement shall govern all salary, wages, hours and all other conditions of employment as hereafter set forth. No member of UNION shall receive salary and benefits less than those provided to the general membership and listed in the Agreement.

Section 1.4

This Agreement shall remain in full force and effect including all terms and conditions of employment until a subsequent Agreement is adopted and implemented as provided by law.

ARTICLE 2
COLLECTIVE BARGAINING PROCEDURE

Section 2.1

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Municipal Manager of the TOWNSHIP or his designee or designees, and the Committee of the UNION or its designee or designees, shall be the respective bargaining agents for the parties. No representative of the TOWNSHIP shall meet with any member of the UNION or vice versa other than authorized representatives of UNION for the purpose of discussing wages, hours, or conditions of employment or any other matters which are subjects of collective bargaining.

Section 2.2

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

Section 2.3

Members of the TOWNSHIP, whom the UNION may designate to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement, will be excused from their work assignments.

ARTICLE 3
CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 3.1

(a) The TOWNSHIP agrees to grant the necessary time off without loss of pay to a member who is selected as a State UNION Trustee and President to attend any State, National and Mini Convention of the UNION.

(b) The TOWNSHIP further agrees to grant the necessary time off without loss of pay to a member of the UNION selected as a State UNION Trustee in order to enable said delegate to attend all monthly and special meetings of the State UNION and to attend to such other State UNION business as may be required subject to available manpower and advance approval by the Chief of Police, provided however, said time off does not exceed ninety-six (96) hours per calendar year. An additional forty-eight (48) hours may be given each calendar year to the State Trustee if he also holds an elected position on the State level of the UNION, subject to available manpower and advance approval by the Chief of Police. No request shall be unreasonably withheld.

(c) With the appropriate seventy-two (72) hour notification and with the Police Administration's response within forty-eight (48) hours, Union leave shall be granted in four (4) hour blocks.

(d) The Union will make all reasonable efforts to minimize the impact on the shift that leave time is affecting.

(e) If Union leave time is requested that would take the individual away from the TOWNSHIP for any prolonged length of time, the Police Administration shall be informed of the reason for the leave time request and the approximate length of time involved and the location.

(f) The TOWNSHIP agrees to pay up to fifteen hundred dollars (\$1,500) for the total costs incurred by the FOP President and the State Delegate while attending the New Jersey State UNION Convention or UNION National Convention.

(g) The TOWNSHIP further agrees as provided for by *N.J.S.A. 40A:14-177* to allow three (3) alternate delegates from the UNION the necessary time off to attend the yearly state or national UNION Convention without loss of pay, subject to available manpower and advance approval by the Chief of Police. No request shall be unreasonably withheld. In addition, any UNION member elected to the position of an executive officer in the New Jersey State UNION should be allowed one (1) week off with pay during the day shift every three (3) months, during which he would be permitted to work at the State offices in Trenton, New Jersey, provided an appropriate letter from the State UNION is sent to the TOWNSHIP prior to each period worked.

(h) Subject to available manpower and advance approval, the UNION President, Vice President and State Trustee may be permitted to attend UNION Mini-Conventions and to attend negotiation seminars lasting one (1) to two (2) days. Only two (2) of the three (3) named UNION members will be permitted to attend UNION Mini-Conventions. Said advance approval referred to in Paragraphs (b), (e) and (f) above shall not be unreasonably withheld. An additional forty-eight (48) hours shall be given to the President (or their designee) of the UNION to attend monthly State meetings. The President of the UNION shall also be given ninety-six (96) hours to conduct and attend UNION business. The heads of the county offices of the several counties and the head of every department, bureau and office in the government of the various municipalities shall give a leave of absence with pay to persons in the service of the county or municipality who are duly authorized representatives of a member organization as defined in Subsection "e." of Section 3 of P.L.1941, c.100 (C.34:13A-3) and affiliated with the New Jersey State Policemen's Benevolent Association, Inc., Fraternal Order of Police, Firemen's Mutual Benevolent Association, Inc. or Professional Fire Fighters Association of New Jersey to attend any state or national convention of such organization, provided, however, that no more than 10 percent of the member organization's membership shall be permitted such a leave of absence with pay, except that no less than two and no more than 10 authorized representatives shall be

entitled to such leave, unless more than 10 authorized representatives are permitted such a leave of absence pursuant to a collective bargaining agreement negotiated by the employer and the representatives of the member organization, and for member organizations with more than 5,000 members, a maximum of 25 authorized representatives shall be entitled to such leave. A certificate of attendance to the State convention shall, upon request, be submitted by the representative so attending.

Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention, provided that such leave shall be for no more than seven days.

Section 3.2

(a) The UNION President or other UNION officials shall, at reasonable times, be permitted to type letters, make telephone calls and conduct union business. UNION officials shall also be permitted to utilize a secure office for UNION officials only, a desk, telephone and computer to conduct union business, which shall be located in the Police Department. The cost of all equipment, maintenance, installation and internet access shall be the responsibility of the UNION. The computer must have a direct line and may not be connected to the Police Department's or Township's computer network. No personal business is to be conducted while utilizing the aforementioned facilities.

(b) If a grievance or potential grievance is the subject of such business, members who are the subject of a grievance or potential grievance shall, at times be permitted to confer with the President or his authorized representative, upon approval by the shift supervisor.

(c) The TOWNSHIP shall supply the UNION with a large bulletin board in the roll-call room in order that union-related newsletters and other materials can be posted for the benefit of the membership. No prior approval for the posting of these union-related announcements shall have to be obtained from a commanding officer.

ARTICLE 4
DISCRIMINATION AND COERCION

Section 4.1

There shall be no discrimination, interference, or coercion by the TOWNSHIP or any of its agents against the members of the Lawrence Township Police Department represented by the UNION because of membership or activity in the UNION. Neither the TOWNSHIP nor the UNION shall discriminate against any member because the member is a member of any class protected by law. No UNION shall intimidate or coerce members into membership.

Section 4.2

The Township and UNION agree to abide by the tenants of the Workplace Democracy Enhancement Act.

ARTICLE 5 SICK LEAVE

Section 5.1

General Provisions Related to Sick Leave

(a) All permanent members or full-time provisional members shall be entitled to sick leave with pay based on their aggregate years of service.

(b) Sick leave may be utilized by members in accordance with *N.J.S.A. 4A:6-1.3(g)*.

(c) Members will be entitled to all tenets, benefits and protections afforded under the New Jersey Family Leave Act (N.J.S.A. 34-11b-1, et seq.) and the Federal Family Medical Leave Act (29 U.S. Code Chapter 28, et seq.). Permissive language within the federal and state leave laws shall be set by Department Policy..

(d) Definitions of Sick Leave:

- i. Excused Absence - Absence where a member provides medical verification from a licensed medical professional or when a member(s) utilize family sick leave for the care of a family member per Article 5.1(b).
- ii. Non-Excused - Absence with NO medical verification.
- iii. A "sick day" shall be defined as a member missing at least half or more their assigned shift for medical/non-work-related injury/illness purposes.

(a) Any member who becomes ill during the first half of their while on duty and goes home sick shall receive credit for their worked hours. However, under those circumstances a sick day is assessed.

(b) Any member who becomes ill during the second half of their shift and goes home sick shall receive credit for their worked hours and a sick day will NOT be assessed.

(e) Members who call out sick MAY NOT participate in voluntary overtime or outside employment/special duty assignments, until after they have worked their next regularly scheduled shift, with the exception of those who have called out for FMLA or FLA purposes

Section 5.2

Amount of Sick Leave

(a) The minimum sick leave with pay shall accrue to any full-time member on the basis of eight (8) hours per month during the remainder of the first calendar year of employment. After the initial year, a full-time member shall receive one hundred twenty (120) hours in every calendar year thereafter.

(b) A full-time member may use sick leave as outlined below, without submission of a physician's note, with pay for the illness of a family member or for emergent childcare in accordance with the following table:

Length of	Workday Eligible Hours
Eight (8) hour	workday Thirty-two (32) hours
Ten (10) hour	workday Forty (40) hours
Twelve (12) Hour	Workday Forty-eight (48) Hours

(c) Any amount of sick leave allowance not used in any calendar year shall accumulate to the member's credit from year to year to be used when needed for such purpose as defined by Section 5.1 of this Agreement.

Section 5.3

Reporting of Absence on Sick Leave

(a) If a member is absent for reasons that entitle him/her to sick leave, pursuant to Section 5.1 of this Agreement, their supervisor shall be notified promptly as of the member's usual reporting time, except in those work situations where notice must be made prior to the member's starting time.

(b) Failure to so notify their superior may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(c) Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section 5.4

Verification of Sick Leave in Accordance with Civil Service 4:1-17.18

(a) A member who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit reasonably acceptable medical evidence substantiating the illness.

Any certification of illness or injury requested by the Administration of the Police Department or any notification of intent to use sick leave due to illness or injury shall comply with the *Health Insurance Portability and Accountability Act of 1996 (HIPAA)*.

(b) A member who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods less than five (5) consecutive days, may on demand of the TOWNSHIP, submit reasonably acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

(c) The TOWNSHIP may require proof of illness of a member on sick leave, whereas such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave requirements under this Agreement may be cause for disciplinary action.

(d) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required upon demand of the employer.

(e) The TOWNSHIP may require a member who has been absent because of personal illness, as a condition of their return to duty, to be examined, at the expense of the TOWNSHIP, by a physician designated by the TOWNSHIP. Such examination shall establish whether the member can perform their normal duties and that their return will not jeopardize the health of the other members. This examination is to be performed by a medical doctor licensed under New Jersey law. The member is to remain on paid sick leave pending examination and authorization to return to work by an assigned TOWNSHIP physician.

Section 5.5

Off-duty Major Injury or Disability

Any member working an authorized off-duty/extra-duty assignment shall be treated as an on-duty member of the TOWNSHIP with the exception that wages earned for outside employment shall not be applied towards pension benefits, shall not be considered overtime and shall be paid at the rate of pay provided by Ordinance #1805-04 as adopted on September 7, 2004. Any member who, on a special off-duty work, suffers a major injury or disability shall be governed by Ordinance #1805-04 as adopted on September 7, 2004. Any amendment to such Ordinance will be in effect and supersedes the original language in Ordinance #1805-04.

Section 5.6

Light Duty Policy

(a) There is in existence a Light Duty General Order Number 2.09 authorized by the Chief of Police sets forth the light duty policy.

- (b) Members regularly assigned to the patrol schedule (Pitman) who are placed on light duty shall work the following schedule: 0700 – 1530 Monday through Thursday and 0700 – 1500 on Friday.
- (c) Members regularly scheduled to ten (10) and eight (8) hour schedules will work regularly scheduled hours while placed on light duty.
- (d) The Chief or Chief's designee retains the managerial right to change a member's schedule while on light duty with ninety-six hours' notice.

Section 5.7

Donated Leave

Township, in its discretion, may establish a donated leave program in compliance with *N.J.A.C. Sec. 4A:6-1.22*. Any permissive or negotiable matter related to the program shall be determined solely by the Township as a managerial prerogative. The Township reserves the right to unilaterally suspend or terminate the program. *N.J.A.C. Sec. 4A:6-1.22(g)(4)*.

ARTICLE 6
SEVERANCE PAY

Section 6.1

Upon retirement of any member hired before December 31, 2012 in accordance with applicable State statutes and TOWNSHIP regulations, said members shall be entitled to a lump sum cash payment in an amount equal to fifty (50%) percent of their accumulated sick leave, provided however, that said payment shall in no event exceed the sum of twenty-two thousand dollars (\$22,000).

Upon retirement, members hired on or after January 1, 2013 shall be entitled to a lump sum cash payment in an amount equal to fifty percent (50%) of their accumulated sick leave, provided however, that said payment shall in no event exceed the sum of fifteen thousand dollars (\$15,000) or the amount established by New Jersey State Law whichever is less.

Upon retirement of any member hired on or after March 1, 2016, that member shall not be entitled to any payment of any accumulated sick leave.

All sick time, vacation leave, holiday leave and training time off shall at time of retirement be prorated based on months of service in that current year.

No member shall be paid for any accumulated sick time if the member terminates their employment for any reason other than retirement or resignation in good standing.

ARTICLE 7
HOURS OF EMPLOYMENT

Section 7.1

(a) The hours of employment and the scheduling of those hours are in accordance with the Police Administration and the established Standard Operating Procedures and with Township Personnel Policies.

(b) The tours of duty times are listed in Schedule D and Schedule E which are attached to this Agreement.

(c) Minimum staffing is the sole prerogative of the Chief of Police who has the authority and right to change staffing levels at any time.

(d) All compensated absences shall be credited to the members in hours.

(e) Members shall be given ninety-six (96) notice of shift changes except in emergency situations.

(f) Any member assigned to a "specialized unit" (other than patrol) shall be assigned to a shift schedule as determined by the Chief or Chief's designee based on department needs. Members of specialized units shall be given ninety-six (96) hours notice of shift changes except in emergency situations.

Section 7.2

Maximum number of members permitted on leave:

(a) The maximum number of members permitted off on a specific shift for various leave is up to a maximum of two (2) members for Training Time Off (hereinafter referred to as TTO) – Compensatory Time Off (hereinafter referred to as CTO), flex hours or Union Leave.

(b) The use of a personal day will be permitted if minimum staffing levels are met or could be met with rescheduling or the use of voluntary overtime.

(c) This does not include any member who has vacation leave that had been previously scheduled under the CBA block vacation time scheduling, providing minimum staffing is maintained or could be met by the use of overtime or rescheduling of personnel.

Section 7.3

Priority of Leave

(a) The concept of first submitted first approved by order of seniority will be followed.

(b) The order of priority in consideration to the maximum number of members permitted off shall be in accordance with the following guide:

1. Personal Day
2. Compensatory Time Off – Training Time Off
3. Union Leave
4. Flex Hours

Section 7.4

Meal Break

(a) A member shall be permitted to suspend current duties for a meal break. The TOWNSHIP shall make every reasonable effort to provide a meal break to members during their shift. The meal break times for members by shift is listed in Schedule D and Schedule E.

(b) The UNION acknowledges and agrees that emergencies and other exigencies of police work may, on occasion, prevent members from receiving their meal breaks at their assigned times and, even, on occasion from receiving a meal break at all during a particular workday.

(c) In order to resolve potentially conflicting realities, the TOWNSHIP and the UNION agree that meal breaks are subject to the provisions of General Order #6.03, Issued by the Chief of Police dated June 1, 2004. This General Order details the procedures applicable to a member's daily meal breaks in order to ensure that all members receive their meal breaks.

Section 7.5

Earned Kelly Time Options

Any member working the Pitman schedule shall have three (3) options for compensation for earned Kelly Time:

- (a) One Hundred and Four (104) hours of Kelly Time to be taken in PTO;
- (b) Fifty-Two (52) hours of paid straight time and fifty-two hours of Kelly Time (50/50);
and
- (c) One Hundred and Four (104) hours of paid straight time.

On or before October 1 of the Current Year, election choices for Kelly Time earned in the subsequent year must be made per the Department's standard procedure before the first round of the time off section process.

The cash payout options for Kelly Time shall not survive the expiration of the Agreement on December 31, 2027, unless mutually agreed upon by the UNION and the Township in a subsequent written agreement.

(d) The UNION and the TOWNSHIP agree that in the event a member does not receive their meal break for any given shift, that member shall be compensated for the applicable meal break time at the member's straight time hourly pay rate of pay. This additional payment is intended to compensate the member for having missed their meal break and having worked that additional time. The payment at straight time for the meal break is not intended as a substitute for the Patrol Shift Commander's efforts to provide the full meal break to members.

(e) It is agreed between the UNION and the TOWNSHIP that members will not be compensated if they miss only a portion of their meal break in the event that the member's meal break is reduced to less than the applicable meal break time on a given workday due to the pressure of police work; nor will a member be paid for a missed meal break because the member could not take their meal break at what would otherwise have been their assigned time as set forth in the General Order issued by the Chief of Police. Members will only be compensated if they miss their entire meal break.

(f) The UNION and the TOWNSHIP agree that Section (e) does not authorize the TOWNSHIP to reduce members to less than the specified meal break in the Agreement and the aforementioned General Order. The TOWNSHIP agrees the Patrol Shift Commanders shall make every reasonable effort to afford members their meal break and to allow that meal break at their assigned time.

(g) Members who believe that they have been denied a substantial portion of their assigned meal break without good cause shall first call that matter to the attention of their supervisor through the chain of command. If either the UNION or the member is not satisfied with the response, either the UNION and/or member may file a grievance alleging that the member did not receive their full meal break, and/or were not compensated for it if they missed their entire meal break.

(h) Both the UNION and the TOWNSHIP will monitor the efforts to provide meal breaks for members as outlined above. If the UNION believes that the TOWNSHIP has not complied with the Agreement or the General Order on meal breaks issued by the Chief of Police, the UNION shall bring such alleged abuse to the attention of the TOWNSHIP in an appropriate manner including, if necessary, the filing of a grievance. In such grievance, the UNION may allege, among other violations, the TOWNSHIP has required members to take meal breaks of less than their assigned meal breaks without good cause. In the event of such an allegation, the fact the UNION has agreed that members only be compensated if they miss their entire assigned meal break, shall not be used as evidence against the UNION and/or as an admission by the UNION that the Agreement is violated only if members are denied their entire assigned meal break.

(i) Members shall be permitted to have their meal period at any residential location or public restaurant not serving alcohol within a 3 mile radius of the Lawrence Township municipal border.

Section 7.6

The official of the TOWNSHIP having charge of the Department of Public Safety, Division of Police, may, in the case of an emergency as defined by the applicable statutes of the State of New Jersey, summon and keep on duty all members of the Division of Police as such emergency shall require. In such event, the official having such authority shall first make a formal declaration of the nature and extent of the emergency and all members of the Department of Public Safety, Division of Police, thus summoned or kept on duty shall be entitled to receive overtime pay as hereinafter set forth for all time worked over the normal hours of employment as above defined. During the aforesaid emergency the TOWNSHIP shall provide for members working during the emergency.

Section 7.7

Whenever a laid-off or retired member of the Department of Public Safety, Division of Police, as part of their sworn duties shall be required by order or Subpoena to appear before any Grand Jury, or Municipal, State Superior, State Supreme Court or any Federal Court proceeding, resulting from the member's services as a Lawrence Township member, then the laid-off or retired member shall be compensated for his or her time. Said compensation shall be at a flat rate of two hundred dollars (\$200.00) per day regardless of number of hours involved and shall not receive any additional compensation. A laid-off member or retired would be entitled to such payment if applicable court attendance occurred while the individual was not being paid on duty by any other employer or, if laid off, receiving unemployment compensation.

Section 7.8

Whenever a member of the Department of Public Safety, Division of Police, as part of their duties, shall be required to remain after their normal tour of duty, which does not include special duty, in order to complete a report, maintain traffic control at a scene of an emergency or disaster, or in order to complete an investigation or to perform any other duty required by the commanding officer or by the Rules and Regulations of the Department of Public Safety, Division of Police, any such additional time shall, if authorized, ordered or approved by such member's commanding officer, be included as part of their hours of employment for that pay period.

Section 7.9

Whenever a member of the Department of Public Safety, Division of Police, as part of their duties, is summoned to return or report to duty, including special duty assignments, other than for their normal tour or assignment, whether for an emergency or otherwise, he/she shall, except when a continuation of a regular tour of duty, be paid for not less than four (4) hours (or more if he/she actually works longer) and such time shall be included as part of their hours of employment for that pay period.

Section 7.10

(a) Whenever a member as part of their duties is assigned and designated as a canine handler, then such member shall be entitled to compensation for the off-duty care and sustenance of the canine that is assigned to that member, including but not limited to the feeding, grooming, walking the dog and the transporting of the dog to the TOWNSHIP Veterinarian while off duty, if necessary. The assigned member shall be paid four thousand dollars (\$4,000.00) per year, pro rata, in addition to their normal rate of pay and/or longevity pay. This amount shall not be paid in a lump sum, but shall be added to the regular pay of the member, so that the member receives the total amount over the course of the year.

(b) Whenever a designated canine handler is scheduled to be on holiday or vacation leave, the canine handler may request that the TOWNSHIP provide shelter for the canine while the member is on leave. Such a request shall not be denied by the TOWNSHIP. If the canine handler chooses to keep the dog in his possession during such leave periods, then the handler shall not be entitled to any additional compensation other than the compensation listed in section (a) of this Article.

(c) The TOWNSHIP shall be responsible to pay for all food, equipment, supplies, cages and medical related items for the canine in accordance with applicable purchasing laws. The TOWNSHIP also agrees to supply the canine handler with an appropriate vehicle for the on-duty use and transport to and from work for the dog and handler.

(d) Whenever the canine handler is called back to duty, he/she will be compensated at a rate of time and one-half (1½) of their regular pay rate for each hour worked. There shall be no minimum overtime earnings.

ARTICLE 8
COMPENSATION FOR OVERTIME

Section 8.1

(a) Whenever any member in any work/tour week shall be required, directed or authorized to work for any period in excess of the normal hours of employment as defined in Schedule D and E herein, he/she shall be paid at the rate of time and one-half (1 ½) of their regular pay rate.

(b) A member may, within ninety-six (96) hour minimum notice, request TTO or CTO off. Requests can be presented not more than sixty (60) days in advance. The Chief or Chief's Designee shall, within forty-eight (48) hours of the filing of the request, approve or deny such request. Once the request is granted, it shall not be withdrawn if the Chief or Chief's Designee has filled that shift with an overtime shift. A member may be allowed to withdraw the request if the overtime shift has not yet been filled. The Chief or Chief's Designee shall not deny the request solely based on overtime. If a denial is issued, the rationale for the denial may include overtime if no one is available to take the overtime and rescheduling is possible due to Agreement time limitations. If a member's request is denied, they may resubmit a request for TTO or CTO. No more than two members on the same shift shall be granted TTO or CTO. This does not include individuals on vacation or personal leave if an individual calls out sick. The ninety-six (96) hour minimum notification request may be waived for requests of TTO and Personal Days.

(c) If a member is on prescheduled vacation time and wishes to work overtime, the individual may do so as it can be a financial benefit to the individual and a benefit to other members requesting leave time and the Township in providing public safety. However, a member cannot self-generate overtime by creating an overtime situation by taking vacation or other leave knowing they would be called to fill the overtime slot. If this situation occurs the member would work the day at straight time and receive another day off. This does not apply to the vacation leave that is prescheduled per this Agreement.

(d) Personal leave days are given without the consideration of staffing or overtime costs. Therefore, if a member has requested and is on personal leave the member is not available for any overtime assignments during their normally scheduled shift. This does not apply if an emergency exists or if the Chief of Police deems that the individual may work overtime other than their normally scheduled shift or for good of public of safety.

(e) A member may earn up to two-hundred fifty-two (252) hours (maximum) of CTE (compensatory time earned) during a calendar year. The carry-over of the CTE into the next calendar year shall be a maximum of eighty-four (84) hours. Once two-hundred fifty-two (252) hours in CTE is reached, inclusive of the permitted rollover of eighty-four (84) hours, no further compensatory time may be earned in that calendar year. Overtime, double-time, and straight time worked after that shall be paid as cash (only) as described in 8.1(g).

To determine the amount of compensatory time to accrue during the calendar year, the following formula shall be used:

FORMULA: 252 Maximum banked CTE = the rollover amount + that calendar year's CTE.

See examples below:

- (1) 252 = 84 hours rolled over to the next year + 168 (maximum amount of CTE in that year);
- (2) 252 = 50 hours rolled over to the next year + 202 (maximum amount of CTE in that year); and
- (3) 252 = 17 hours rolled over to the next year + 235 (maximum amount of CTE in that year).

(g) A member may request to cash in compensatory time provided they give twenty (20) days' notice to the Finance Department. The TOWNSHIP shall pay the member on the first pay day after the notice period.

(h) Unless regularly scheduled to work, if any member is called into work for any reason on a designated holiday, they shall be paid at a double time rate for all hours worked, but in no event should the member be paid less than for a period of four (4) hours at the double time rate.

Section 8.2

No member shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by their commanding officer.

Section 8.3

Overtime wages shall be paid at the next immediate two (2) week pay period after such overtime is recorded as provided in Section 8.1 (a) and (b) above.

Section 8.4

The method of recording hours of employment and the administration of the records and other data necessary to effectuate the purpose of this Agreement shall be established by the Chief of Police or Municipal Manager of the TOWNSHIP. However, the computation shall be to the nearest one-quarter ($\frac{1}{4}$) hour.

Section 8.5

Members will be compensated a minimum of four (4) hours of overtime for any court appearance on their regular day off.

- a. This compensation will be regardless of the actual time spend, but any time spent at or in a court proceeding beyond four (4) hours will be paid for actual time worked.
- b. If the court matter that is scheduled for a "pre-trial" conference the member shall be required to be on a "telephone conference" status and does not have to make a physical court appearance. If the member receives a "telephone conference" notice from the court, the member must provide the Municipal Prosecutor and/or member of the court staff with their contact telephone number and be available and prepared to discuss the case facts during the telephone conference.
- c. Members who participate in a telephonic conference shall be paid a minimum of two (2) hours and in the event the telephonic conference lasts longer than two (2) hours, the member shall be paid for actual time worked.

ARTICLE 9

WAGES

Section 9.1

(a) The wages of members covered by this Agreement shall be as set forth on Appendix A. All salaries are annualized and divided over the number of applicable pay periods within a given year.

(b) The Academy Step shall be paid from the date of hire until the date of Academy graduation. From the day immediately following graduation from the basic police academy to the expiration of the probationary period, or one year, whichever is less, the probationary rate shall be paid. Any transferee accepting employment in the Lawrence Township Police Department who has both graduated from the Academy and completed a one-year probationary period in another jurisdiction shall be placed at the "after one year" salary applicable at the time of their hire. After successful completion of each year of service the increment step shall be automatically granted to all members until they reach the maximum salary for said member's rank.

(c) When a member transfers to the Township from another New Jersey law enforcement agency, their starting salary may be increased up to Step 4 of the current salary in the sole discretion of the appointing authority. The UNION President shall be notified of this decision prior to the member's date of hire.

Section 9.2

Outside Employment:

School Rate	\$50.00 per hour, per member
Non-Profit	\$50.00 per hour, per member
ELSA	\$50.00 per hour, per member
3 rd Part/Traffic	\$85.00 per hour, per member
Holiday (observed)/Sunday	\$100.00 per hour, per member
Emergency (less than 24 hours notice)	\$100.00 per hour, per member

- Members considered "on duty" and working under the color of their authority as Police Officers in Lawrence Township.
- Members shall be covered for worker's compensation, liability, false arrest insurance, pension and other tenants of the collective negotiation agreement.
- If outside employment is cancelled within twenty-four (24) hours, the member shall be paid a four (4) hour minimum at the appropriate rate by the outside employer. Member has NO claim for compensation from the TOWNSHIP.

ARTICLE 10
JOB CLASSIFICATION DIFFERENTIAL

Section 10.1

When a member of the UNION is assigned by the Chief of Police, in writing, in an acting capacity to perform work of a higher rank, the member so assigned in an acting capacity shall be paid at a higher rate of pay from the time he/she is so assigned in an acting capacity until the completion of their tour in that higher rank.

ARTICLE 11
DUES DEDUCTIONS

Section 11.1

The TOWNSHIP shall, upon receipt of written authorization from a member of the UNION, deduct the regular monthly dues of such member from their pay and remit such deduction by the succeeding month to the official designated by the UNION to receive such deductions. The UNION will notify the TOWNSHIP in writing of the exact amount of such regular membership dues to be deducted. The UNION shall indemnify, defend and save the TOWNSHIP harmless against any and all claims, demands, suits or other forms of liability that shall rise out of reliance upon dues deduction authorization forms submitted.

Section 11.2

Union Security

A member in the UNION on the effective date of this Agreement who does not join the union within ninety (90) calendar days thereafter, any new member who does not join within ninety (90) calendar days of initial employment within the unit, any previously employed person within the unit who does not join within ten (10) calendar days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction. The representation fee shall be an amount up to 85% of the regular union membership dues pursuant to *N.J.S.A. 34:13A-5.5 et seq.* and as such fees and assessments as certified to the employer by the union. The representation fee may increase at any time to reflect any changes in the regular union representation fees and shall continue beyond the termination date of this Agreement so long as the union remains the majority representative of the members in this unit.

ARTICLE 12

HOLIDAYS

Section 12.1

(a) The following holidays shall be authorized:

1	New Year's Day	9	Labor Day
2	Martin Luther King Day	10	Columbus Day
3	Lincoln's Birthday	11	General Election
4	President's Day	12	Veterans' Day
5	Good Friday	13	Thanksgiving Day
6	Memorial Day	14	Day after Thanksgiving
7	Juneteenth (the day will be credited, based on the amount of the hours, that are scheduled, based on their shift)		
8	Independence Day	15	Christmas Day

(b) Any member not receiving off on the actual holidays (not the Township observed day) may group those days together and be given off as "Holiday Leave" each calendar year. The member will receive "Holiday Leave" for all of the holidays (14 days at eight hours per day, "Juneteenth" is valued at the length of the members' regular shift), regardless of where the actual holidays days fall on their schedule.

(c) The request for use of Holiday Leave shall be by Departmental policy by order of seniority within the patrol division or in seniority within the detective division whichever is applicable. The request shall not be unreasonably denied.

Section 12.2

The TOWNSHIP and the UNION agree to recognize as holidays such additional days as shall be designated for all members of the TOWNSHIP as set forth in the appropriate Ordinance or Resolution adopted by the TOWNSHIP for such purpose.

ARTICLE 13
FUNERAL LEAVE OF ABSENCE

Section 13.1

(a) In the event of the death of a member of the immediate family of any member covered by this Agreement; the immediate family being defined as the mother, father, grandmother, grandfather, grandchildren, sister, brother, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parent or any other dependent living in the household of the member, said member shall be excused for a period not to exceed four (4) consecutive tour days for bereavement purposes, including day of funeral.

(b) Any member whose spouse or child dies is to be given an additional fifteen (15) tour days off before he/she must report back to duty, which time shall not be deducted from their vacation, sick or personal days.

(c) In the event of the death of a member of a member's family while said member is on vacation or holiday leave, said member shall be entitled to funeral leave as it is authorized by this Agreement and such leave shall not prejudice a member's vacation rights granted by this Agreement. The member in mutual agreement with the Chief of Police in such cases shall be required to re-schedule their unused vacation time in the same calendar year.

(d) In the event a member is killed in the line of duty or from injuries sustained while working, the TOWNSHIP shall pay without delay the sum of six thousand dollars (\$6,000.00) toward funeral and related expenses to the member's surviving spouse and/or dependents, regardless of the amounts paid for such expenses from other sources. If there is no immediate family, the six thousand dollars (\$6,000.00) sum shall be paid to the member's estate.

(e) A bereaved member may request to use accrued time, in addition to the time provided above, which shall not be unreasonably denied.

ARTICLE 14

PENSIONS

Section 14.1

The TOWNSHIP shall continue to provide contributions to member's pension fund in accordance with the presently existing practice as may be provided by law.

ARTICLE 15

VACATIONS

Section 15.1

Members hired on or before December 31, 2012 shall earn and be granted paid vacation time as follows for the term of this Agreement:

1	From date of appointment to December 31st of the year of appointment	Eight (8) Hours per Month
2	For each succeeding year through the fifth (5 th) year of employment	Ninety-Six (96) Hours per Calendar Year
3	From the sixth (6 th) year through the tenth (10 th) year of employment	One-hundred Twenty (120) Hours per Calendar Year
4	From the eleventh (11 th) year through the fifteenth (15 th) year of employment	One-hundred Sixty (160) Hours per Calendar Year
5	From the sixteenth (16 th) year of employment and thereafter	Two hundred (200) Hours per Calendar Year

Members hired on or after January 1, 2013 shall earn and be granted paid vacation time as follows for the term of this Agreement:

1	From date of appointment to December 31st of the year of appointment	Eight (8) Hours per Month
2	For each succeeding year through the fifth (5 th) year of employment	Ninety-Six (96) Hours per Calendar Year
3	From the sixth (6 th) year through the tenth (10 th) year of employment	One-hundred Twenty (120) Hours per Calendar Year
4	From the eleventh (11 th) of employment and thereafter	One-hundred Sixty (160) Hours per Calendar Year

Section 15.2

Shift Selection Process

(a) Shift selections for the forthcoming calendar year shall begin on or about October 1st of the prior calendar year. The Chief of Police shall poll each member for the primary shift which they desire to work, along with their alternate selections, should the first selection not be available. As first consideration, selection of the desired shift by a member shall be by seniority. The Chief of Police reserves the right to assign any member with less than five (5) years as a member of the Department to any shift in the 12-hour work schedule that is deemed necessary for the purpose of providing adequate levels of experience to each shift. For this, no explanation is required. When a member with more than five (5) years of service with the Department is placed on a shift other than their first selection, the Chief of Police shall, upon request, provide a reasonable explanation of need demonstrating that no other member of lesser experience could fill the level of experience needed on a specific shift. However, the Chief of Police shall make the final assignment. Vacation selection shall begin on or about November 1st of the current calendar year for the forthcoming calendar year only after shift preference selection has been completed. Vacation selection shall be selected by each member according to seniority within their respective squads and platoons as designated by the Chief of Police and this Agreement.

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the TOWNSHIP unless the said TOWNSHIP determines that it cannot be taken because of pressure of work. Any unused vacation time may, with the approval of and as scheduled by the Chief of Police, be carried forward into the succeeding year, pursuant to Civil Service Rule 4A:6-1.2(g)(3). A member who has scheduled vacation canceled by the TOWNSHIP because of pressure of work will be allowed to take that vacation period during the following year, at a time, the member chooses.

If the Police Administration and member cannot agree on when the time is to be taken, the member shall have the option of receiving time off but if this is not possible, then he/she shall receive a cash payment equivalent to the time owed.

Section 15.3

(a) Members of the Department of Public Safety, Division of Police, shall have their holiday leave and vacation leave combined in such a way that there will be distinct periods of time off during each calendar year and said time off shall be selected by seniority

40 HOUR WORK SCHEDULE (including both the five eight (8) hour workday and the ten (10) hour workday)

(b) Members can choose either two (2) distinct three-week periods: one (1) three (3) week period during the designated summer months of each calendar year; and one (1) three (3) week period during the designated winter months of each calendar; or take three (3) distinct vacation periods of two (2) weeks off, of which one (1) two (2) week period would be during the designated summer months for each calendar year and the other two (2) week period would be during the designated winter months during each calendar year. After the first selection round is completed, each member, by seniority within their designated group pick shall select their remaining vacation/holiday leave in any "work week" he/she chooses.

12 HOUR WORK SCHEDULE

(a) During the first round of leave selection, you may choose six (6) distinct calendar weeks. Up to two (2) of these weeks may be in the designated summer months (May 12-Sept. 28), with the other four (4) weeks during the designated winter months. Due to the fact, that, members will be selecting 24- or 60-hours weeks, he or she may not select more weeks than he or she have time allotted to them. For example, members who have less than 360 total hours (120 and 96 hours of vacation) cannot select six 60-hour weeks.

(b) If you select a 24-hour week off, you must take both days off. If you select a 60-hour week off, you must take all five days off.

(c) The second round, after a member makes his or her first-round selection, his or her remaining time must be determined due to the fact, that each member will have different ratios of 24- and 60-hour weeks. Each member will then select his or her remaining time in any open calendar week he or she chooses. If they select a 24-hour week off, they must take both days off. If they select a 60-hour week off, they must take all five days off. (After the second round, they will have the opportunity by seniority within your squad to change any vacation calendar week to an available vacation calendar week, so long as he or she has enough leave time to take the available vacation calendar week. For example. If he or she has 20 hours left, they cannot change a 24-hour week to a 60-hour week, because they only have 44 hours available. This will be done by filing a memorandum to their respective Platoon Commanders.

(d) Selection of vacation shall be in accordance with the rules and regulations of the Lawrence Township Police Department procedures but are subject to the following:

(i) If a member desires to change a previously scheduled vacation period (week) and no other member has chosen that week during the period of initial vacation picks than it shall be approved.

(ii) If a member desires to switch with another member a week that has been picked during the initial vacation pick process, that member must have every member that is senior to the junior person in which the swap involves sign off that they would not want the week involved. This switch must be by mutual consent of all parties involved

(iii) If two members wish to switch a single vacation day by mutual consent it is acceptable with the proper notification.

(g) A member can hold up to thirty-six (36) hours, referred to as "flex hours" of their total vacation time allotment to be used during the year it is credited. The member must request the vacation leave with a minimum of seventy-two (72) hours notification. The request can be presented no more than thirty (30) days in advance. The Police Administration shall within forty-eight (48) hours of the request filing notify the individual if approved or denied. Once the "flex hours" are approved it shall not be withdrawn by either party. The individual "flex hours" leave requests shall be approved or denied based on minimum staffing levels and/or the ability of Police Administration to reschedule individuals to cover the position. Flex hours are in addition to vacation hours, but part of the total earned vacation leave.

(h) Any excess holiday leave or vacation leave will be given off during any time of the year that is mutually agreeable between said member and the Chief of Police. The member by mutual written consent and with the approval of the Chief of Police or his designee may swap work tour assignments. Neither of the requests shall be unreasonably denied.

(i) Vacation periods will be defined as follows for each calendar year:

"Winter" = January through the second Thursday in May and the last Friday
in September through December 31st.

"Summer" = The second Friday in May through the last Thursday in
September, except for the week of the FOP Convention.

ARTICLE 16

LONGEVITY

Section 16.1

(a) Each member covered by this Agreement, shall in addition to their regular wages and benefits, be paid longevity based upon years of service as of December 31, 2012 with the TOWNSHIP in accordance with the following amounts. Said amounts to be paid to a member shall not be adjusted beyond the longevity amount being received as of December 31, 2018. Longevity shall be pensionable and included as part of the member's regular pay. Members hired as of December 31, 2012 and upon entering their eighth year of service will be eligible for receiving longevity pay of fifteen hundred dollars (\$1,500) with no increases for additional years of service. Longevity shall be pensionable and included as part of the member's regular pay.

- | | |
|---|---------|
| a. Upon entering their 8th year of service | \$1,500 |
| b. Upon entering their 12th year of service | \$2,100 |
| c. Upon entering their 16th year of service | \$3,000 |
| d. Upon entering their 20th year of service | \$3,900 |
| e. Upon entering their 24th year of service | \$5,100 |
| f. Upon entering their 28th year of service | \$5,500 |

(b) Any member hired on or after January 1, 2013, according to New Jersey Civil Service regulations shall not be entitled to longevity pay.

ARTICLE 17
UNIFORM ALLOWANCE

Section 17.1

Uniform Member

The TOWNSHIP agrees to provide an annual uniform purchase and maintenance allowance of sixteen hundred dollars (\$1,600.00). Payments of the uniform allowance shall be paid not later than the end of April of each year.

Section 17.2

Non-Uniform Member

(a) The TOWNSHIP agrees to pay a uniform purchase and maintenance allowance in the case of non-uniform members in the same amount as patrolmen. All uniform allowance checks are to be issued by the end of April of the respective year and thereafter.

(b) The members referred to in Section 17.2(a) above shall not be required to carry a full complement of uniforms. Should any member be placed back into the uniform section of the Division of Police, then the TOWNSHIP agrees to purchase their uniform quota up to department requirements, and the TOWNSHIP agrees to adjust said member's clothing allowance accordingly.

Section 17.3

The administrative records and procedures are to be established by the Municipal Manager by administrative order. Said uniform allowances are to pay for all cleaning, purchasing and maintenance of uniforms for each member so covered.

ARTICLE 18
HOSPITAL AND MEDICAL INSURANCE

Section 18.1

(a) The TOWNSHIP agrees to provide each member covered by this Agreement with health insurance for all members and their dependents.

(b) The TOWNSHIP is presently a participant in the New Jersey State Health Benefits Plan ("SHBP"). The TOWNSHIP may not force members into certain plans within the SHBP absent negotiations with and the consent of the UNION, but the TOWNSHIP reserves the right to change from the SHBP to another health insurance carrier or plan administrator so long as substantially similar benefits, coverage and administration as are provided under the current health benefit program are maintained. The substantially-similar-benefits requirement is not applicable to changes made by the SHBP to the individual plans within the SHBP. The TOWNSHIP agrees to provide forty-five (45) days' notice to the UNION and to provide the UNION with the master plan documents for both the current and proposed plans for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges.

(c) All members that receive TOWNSHIP-provided health benefits shall contribute to the cost of the New Jersey State Health Benefits Program (NJSHBP) premium for medical and prescription coverage as required by law, specifically Chapter 78, P.L. 2011. All members hired on or after January 1, 2013, shall contribute based upon the year-four rates specified by said law and to be made an Appendix to a successor Agreement.

(d) Prescription reimbursement to eligible TOWNSHIP member retirees shall be submitted by the retiree prior to March 1st and October 1st of each year and paid by the TOWNSHIP to retirees by March 31st and October 31st of each year.

(e) If upon retirement a member waives the receipt of Health Benefits coverage, the TOWNSHIP will "buy back" said coverage in the amount of five-thousand dollars (\$5,000) annually for the duration of time the member would have otherwise been eligible to receive said health benefits. If during the "buy back" period, the member can no longer waive coverage due to an event that meets the requirements of reinstatement of coverage, the member would be eligible to receive health benefits for the remaining period of time of retirement eligibility. The five thousand dollars (\$5,000) will be paid in the amount of two thousand five hundred dollars (\$2,500) on July 1 of each year and two thousand five hundred dollars (\$2,500) on December 1st of each year. The first payment will be prorated for the period of eligibility. To be paid through purchase order.

Section 18.2

The TOWNSHIP will provide a prescription plan for each member and their family as provided by the SHBP. Members will be required to contribute to the cost of prescription coverage as provided in Section 18.1 of this Agreement.

Section 18.3

Life Insurance

The TOWNSHIP agrees to provide life insurance coverage for any member killed in the line of duty in the amount of twenty thousand dollars (\$20,000.00).

Section 18.4

Physical or Eye Examination

(a) The TOWNSHIP agrees to provide a physical examination or an eye examination by a physician of the member's choice for each member covered by this Agreement, or their dependent on the TOWNSHIP healthcare plan, in an amount not to exceed two hundred fifty dollars (\$250.00), which \$250.00 may be used to pay the cost of eyeglasses, contact lenses, a surgical eye correction and maintenance (i.e., Radial Keratotomy and Lasik surgery). In the case of a surgical eye correction procedure, the member, or dependent, will receive the amount of two hundred fifty dollars (\$250.00) the year of the surgery, and the amount of two hundred fifty dollars (\$250.00) the year after the surgical procedure.

(b) Procedures and costs concerning said examination(s) to be promulgated by the TOWNSHIP. Reimbursement will be made to the member by voucher.

(c) The results of the aforesaid examination shall be retained in the physician's office, only, and shall not be released without the consent of the member and for good cause.

(d) Said physicians for the above-listed examination(s) in (a) above, shall be a medical doctor and ophthalmologist, both duly licensed in accordance with New Jersey State laws.

Section 18.5

Dental

The TOWNSHIP shall provide an upgraded dental program (NJ Blue Cross-Blue Shield Dental), for the benefit of each member and their family (at his/her option), the cost of which shall be shared equally between the TOWNSHIP and the member. The particular plan selected shall be approved by the parties to this Agreement.

Section 18.6

Surviving Spouse and Children Coverage

The surviving spouse and children coverage shall be six (6) months.

ARTICLE 19
RETIRED BENEFITS

Section 19.1

(a) The TOWNSHIP shall provide full medical, prescription and dental plans as set forth in this Agreement, Article XVIII, to all retired Tier One and Tier Two members of the Police and Firemen's Retirement System (PFRS) ("Tier One" and "Tier Two" as defined by the PFRS at the effective date of this Agreement or hired on or before June 28, 2011) for fifteen years from the date of retirement. Retired members who were hired after June 28, 2011, shall receive health benefits as described herein commencing from ten (10) years from the date of retirement. So long as the TOWNSHIP remains a participant in the State Health Benefits Plan SHBP retirees shall receive prescription plan benefits through the SHBP prescription rider.

The FOP acknowledges that pursuant to P.L. 2011, Chapter 78 ("Chapter 78") any member who has not reached twenty (20) or more years of creditable service in a New Jersey-administered retirement system as of June 28, 2011 shall contribute to the cost of the premium for the health coverage selected by the member as of their retirement. The rate of contribution toward the health coverage premium shall be in accordance with the contribution rates contained in Appendices "B-1," "B-2," and "B-3," which the FOP agrees represent the contribution rates set forth in Chapter 78. Contributions shall be based on a retiree's pension allowance and not on the salary at which the member retired. Should the legislature, the Public Employment Relations Commission, or a court of law subsequently determine that the post-retirement contribution rates established by Chapter 78 are no longer mandated, then this subsection shall automatically become null and void.

Members retiring from the Division of Public Safety, Police Department, shall receive payment for all sick days, vacation days, holidays and personal days not taken during the year of retirement on a pro-rated basis. All members hired on or after March 1, 2016, shall not be entitled to any payment of accumulated sick leave.

(b) The TOWNSHIP shall not be obligated to pay or reimburse Medicare Part B premiums, Medicare Part D Premium and prescription reimbursements for members that are hired after January 1, 2013.

(c) The TOWNSHIP shall afford a member receiving a bonified PFRS retirement from the Police Department, an opportunity to acquire ownership of their department issued duty weapon by lawful transfer. All applicable firearms transfer and purchasing fees shall be the responsibility of the retiring member. This right may not be assigned to any other person. The sale and transfer of the firearm shall be comply with all federal and state laws. This benefit shall only be applicable as long as the total cost of the restocking/replacing the retired weapon by the Township does not exceed \$500.

(d) If a retiree fails to pay their dental contribution as required, coverage shall be terminated after ninety (90) days of delinquency without the option to reinstate. Written notice of delinquency (and potential termination for non-payment) of the coverage shall be provided to the Retiree on or after sixty (60) days by Certified U.S. Mail and First Class U.S. Mail to the address of record.

ARTICLE 20
COLLEGE INCENTIVE COMPENSATION

Section 20.1

(a) Each member who is or has been awarded an Associate Degree in police science or law enforcement, or who has completed two (2) years of a four (4) year program towards a Bachelor's Degree in said areas, shall receive, in addition to all other sums set forth in the Agreement, an additional five hundred dollars (\$500.00). Payment shall be made only one time.

(b) Each member who has or does receive a Bachelor's Degree in police science or law enforcement, shall receive a total sum of one thousand dollars (\$1,000.00) for such degree. Payment shall be made only one time.

(c) All payments set forth above shall be paid on or about October 1st of the year paid.

ARTICLE 21
GRIEVANCE PROCEDURE

Section 21.1

In the event that any difference or dispute should arise between the TOWNSHIP and the UNION, or its members employed by the TOWNSHIP over the application and interpretation of the terms of this Agreement or any action of the Department of Public Safety, Division of Police affecting a term and condition of employment (including, but not limited to, the disciplining or discharge of a member), an earnest effort shall be made to settle such differences immediately.

For purposes of this article, a "day" is defined as "any day that is not a Saturday, Sunday, or state or federal holiday."

The following procedure shall be followed:

Step #1

The matter first shall be discussed orally with the member's immediate supervisor and the UNION representative within fifteen (15) days after the grievance has occurred.

Step #2

If within fifteen (15) days after the date of the presentation of a written grievance, exclusive of Saturday and Sunday, and if the grievance is not resolved with the member's immediate supervisor, it shall be presented in writing to the UNION representative and the Chief of Police. The Chief of Police or his designee(s) shall arrange for such meetings and make such investigation(s) as is/are necessary and give his answer to the grievance in writing within fifteen (15) days after the submission of the grievance to the UNION Grievance Committee, exclusive of Saturday and Sunday.

Step #3

If the grievance is not resolved at Steps #1 and #2, the UNION shall present the grievance in writing to the Municipal Manager or his designee(s) within fifteen (15) days after the decision of the Chief of Police, exclusive of Saturday and Sunday. This presentation shall set out the position of the UNION. The Municipal Manager shall answer the grievance in writing within fifteen (15) days after the receipt of the grievance, exclusive of Saturday and Sunday, setting forth the position of the TOWNSHIP.

Step #4

If the grievance is not resolved at any of the steps listed above and has to be submitted to binding arbitration, either party to this Agreement may submit the grievance to binding arbitration in accordance with the procedures established by the New Jersey Public Employment Relations Commission. The costs for such Arbitrator shall be borne equally by both parties

At any time during Step #3 and/or Step #4 in the process above, if mutually agreed, either party may initiate a meeting for the purpose of settling such grievance. A rejection of such meeting, by either party, shall in no way have any bearing on the grievance process.

Section 21.2

If the parties to the Agreement reach a mutual agreement, the grievance procedure may be accelerated, i.e., steps can be skipped, and time periods reduced by mutual agreement. Moreover, in grievances involving appeals of decisions rendered by the Chief of Police in matters of discipline relating to members covered by this Agreement, the parties agree that all such grievances will automatically begin at Step #3 (Municipal Manager), thereby skipping Steps #1 and #2 of the Grievance Procedure in such cases.

Section 21.3

Nothing herein shall prevent any member from processing their grievance, provided the Grievance Committee may be present.

Section 21.4

Nothing herein contained shall limit the rights of the member(s) under existing statutes or rules of New Jersey law or the TOWNSHIP.

Section 21.5

No settlement of a grievance under any or all of the provisions of this Article, shall contravene the provisions of this Agreement, except as agreed by the parties.

Section 21.6

The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion. The decision of the Arbitrator shall be final and binding.

Section 21.7

TOWNSHIP Grievances

Grievances initiated by the TOWNSHIP shall be filed directly with the UNION within fifteen (15) days after the event giving rise to the grievance has occurred, exclusive of Saturday and Sunday. A meeting shall be held within fifteen (15) calendar days after the filing of the grievance between representatives of the TOWNSHIP and the UNION and its attorney, in an earnest effort to adjust the differences between the parties.

ARTICLE 22
STRIKES AND OTHER JOB ACTION

Section 22.1

The members recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public members to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the TOWNSHIP, and members agree to be bound by all such laws, as they now exist, or as they may be modified or amended, from time to time.

Section 22.2

The UNION and the members covered by this Agreement agree that during the term of this Agreement neither the UNION nor any member of the UNION's organization, or any individual or group of members of the UNION, shall authorize or support, nor shall any of its members take part in any strike, work stoppage, slowdown or walk-out against the TOWNSHIP. The UNION agrees that any such action shall constitute a material breach of this Agreement on the part of the UNION, its members and members of the UNION.

ARTICLE 23
TOURS OF DUTY

Section 23.1

(a) The normal tour of duty for the members working the 40 Hour Work Schedule shall continue as they are currently in effect with bi-monthly reporting times, based on odd and even reporting times, accordingly, assigned by the Chief of Police on the posted member work schedule.

(1) REPORTING TIMES – 12 HOUR WORK SCHEDULE

The 12 Hour Schedule shall consist of the following shifts and reporting times:

Days	0600 – 1800 hours 0700 – 1900 hours
Evenings	1800 – 0600 hours
Relief A	1100 – 2300 hours
Relief B	1500 – 0300 hours

These times will be generally adhered to, with exceptions made for training purposes.

(2) To operate the 12-hour work schedule, there will be four (4) distinct crews. Two (2) crews will be designated as steady day shift crew. Two (2) crews will be designated as a steady evening shift crew. Members from the evening shift will be used to staff the relief A and relief B reporting times. One day crew and one evening crew shall report each day, the other day and other evening crew shall have workdays and regular days off opposite of the prior mentioned crews.

	Friday 1	Saturday 2	Sunday 3	Monday 4	Tuesday 5	Wednesday 6	Thursday 7
Days 1	Off	Off	Off	Days	Days	Off	Off
Nights 1	Off	Off	Off	Nights	Nights	Off	Off
Days 2	Days	Days	Days	Off	Off	Days	Days
Nights 2	Nights	Nights	Nights	Off	Off	Nights	Nights

	Friday 8	Saturday 9	Sunday 10	Monday 11	Tuesday 12	Wednesday 13	Thursday 14
Days 1	Days	Days	Days	Off	Off	Days	Days
Nights 1	Nights	Nights	Nights	Off	Off	Nights	Nights
Days 2	Off	Off	Off	Days	Days	Off	Off
Nights 2	Off	Off	Off	Nights	Nights	Off	Off

TRAINING TIME OFF (TTO)

(a) Members will be given four (4), eight (8) hour days a year of In-Service Training per year scheduled on their regularly scheduled day off. In-Service Training time shall be compensated at a rate of 1.5 times the hourly rate of the member or 1.5 times the "Training Time Off" (TTO) earned. The member shall have the option to either receive the payment or earn "Training Time Off" only during the calendar year in which it was earned. TTO time shall not be carried over to next year. If a member chooses the Training Time Off option, they shall not make a request for cash payment for the TTO. TTO time not used at the end of the calendar year will be paid to the member at the rate it was earned.

(b) Under normal working conditions, a member will be notified four (4) days before any change in their work schedule, if it is other than the original rotation listed on the Chief of Police's yearly posted work schedule. Should there be any change in the shift of a member, they shall be paid four (4) hours overtime if he/she is asked to come in early and shall be paid at the overtime rate for each hour worked beyond when their previously scheduled tour of duty would have terminated.

(c) The member understands that this notification will not be necessary in situations which arise from time to time that are covered in the Agreement under Article VII, Section 7.4 and Section 7.5.

(e) Shift changes between members of equal rank are allowed as long as both members are in agreement with no limited imposed per work week, with no reason required. However, these changes shall not allow or require a member to work a double shift.

(f) In the event of an emergency, a member will be entitled to at least seven (7) hours off between the last hour worked under their previous work schedule and the first hour worked under any change in their work schedule made under this section. Any member, who has to report to duty with less than seven (7) hours off, shall be paid four (4) hours overtime, notwithstanding that the member received at least ninety-six (96) hours' notice before the change in their work schedule.

ARTICLE 24
MANAGEMENT RIGHTS

Section 24.1

The TOWNSHIP hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not limiting the generality of the foregoing, the following rights:

(a) The executive management and administrative control of the TOWNSHIP government, its properties and facilities and the activities of its members.

(b) To hire all members and, subject to provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer members.

(c) To suspend, demote, discharge or take other disciplinary actions for good and just cause according to law.

(d) Leave of absence shall be done in accordance with the *New Jersey Family Leave Act (FLA)* and *Federal Family Medical Leave Act (FMLA)*.

Section 24.2

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the TOWNSHIP, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then 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 and Ordinances of the TOWNSHIP.

Notwithstanding the above, prior to implementation of any new or revised policy, rule, regulation or practice pertaining to the terms and conditions of employment of any and all members covered under this Agreement, the TOWNSHIP shall provide the UNION with a copy of said policy, rule, regulation or practice thirty (30) days in advance of its implementation so that it may be reviewed to determine whether it is in violation of *N.J.S.A. 34:13A-5.3*.

Section 24.3

Nothing contained herein shall be construed to deny or restrict any party of its rights, responsibilities and authority under *N.J.S.A. 11A and N.J.A.C. 4A* of any federal, state, county or local laws or ordinances.

ARTICLE 25
APPLICABLE LAWS

Section 25.1

The provisions of the Agreement shall be subject to and shall not annul or modify existing applicable provisions of federal, state, county, local laws and ordinances or any properly enacted amendments, additions, or deletions thereto, except as specifically permitted thereby. If any provisions of this Agreement shall be judged invalid either by Court decree or by decision of an administrative tribunal, such adjudications shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.

ARTICLE 26
PERSONAL DAYS

Section 26.1

Personal days shall be taken off during any shift and without specific cause or reason, provided a member gives at least seventy-two (72) hours' notice to the Chief of Police prior to taking off that day. Personal days are not to be denied provided staffing levels are met by rescheduling or the use of overtime to fill the position. Personal days may be denied if and only if there is no one available through the volunteer overtime list.

(a) All members shall be entitled to two personal days per calendar year, with credit for a day based upon the schedule the member is assigned to work. If a member is reassigned to a different daily schedule during the calendar year, the hours credited will be adjusted on the first of the month following the schedule change.

(b) Personal days cannot be carried over in the succeeding year. However, a member shall have the option to take a cash payment for entitled personal days. (c) Members may utilize personal leave time in four (4) hour increments which approval or denial shall be based on minimum staffing levels and/or work assignment pressures. The order of priority in consideration to the maximum number of offers permitted off shall be in accordance with the following guide:

(d) Personal Day

(e) Compensatory Time Off/Training Time Off

(f) Union Leave

(g) Flex Hours

ARTICLE 27
LIABILITY INSURANCE

Section 27.1

(a) The TOWNSHIP shall purchase and maintain insurance coverage on behalf of each member of the Department of Public Safety, Division of Police, against any expenses incurred in any proceeding and any liabilities asserted against said members in their capacities as members of the Police Department of the TOWNSHIP of Lawrence, County of Mercer, State of New Jersey.

(b) Such insurance coverage shall include protection and indemnification concerning claims or actions in the nature of "false arrest" or malfeasance against said member. Additionally, such insurance coverage shall include protection from and indemnification of any damages of a punitive nature sought and/or awarded against said member(s). This insurance contract coverage shall be approved by the TOWNSHIP and the UNION. A copy of the Liability Insurance policy (Carrier: Brit Global Specialty USA, Policy No.PK1006312) is incorporated by reference in this contract. A copy of the policy shall be made available to the Union upon request.

(c) In the event of failure to obtain such liability insurance coverage either because of cost, or any other reason, the TOWNSHIP hereby agrees to save harmless every member from any claim made against him or her seeking to impose personal liability as aforementioned in subparagraphs (a) and (b) above, which shall include all costs and attorney's fees. A member involved or named in a civil action or criminal action evolving from the course of their employment shall have the right to choose their attorney and payment for that attorney and associated costs shall be limited to the rate of the Township's Special Counsel rate of compensation. This section does not apply to any disciplinary action that may be brought against the member.

ARTICLE 28
PROPERTY DAMAGE

Section 28.1

(a) Any damage to a member's uniform, clothing or other personal possessions, including their automobile, incurred in the line of duty shall be compensated for by the TOWNSHIP.

(b) Uniform clothing and personal items damaged while in the performance of duty shall be replaced on an item for item basis at current replacement costs.

(c) The TOWNSHIP is to supply members with a vehicle in which to go to court appearances, schooling and in-service training. If a member chooses to use their own auto, the TOWNSHIP is to compensate said member at the rate currently paid for reimbursement equal to the rate paid other Lawrence Township municipal members at the time of travel. The TOWNSHIP is to cover the member and their auto under TOWNSHIP insurance policies for damages sustained, either in an accident or otherwise, if said damages are not the fault of the member.

ARTICLE 29
FUNERAL DETAILS

Section 29.1

There is no restriction on the number of "off-duty" members who wish to participate in a funeral detail for members killed in the line of duty within a 200-mile radius of Police Headquarters. No compensation shall be given to any member attending or participating in the Line of Duty funeral/service. One or possibly two "on-duty" members may be permitted to attend if it does not bring the total number of below the minimum staffing levels as established by the Chief of Police and does not require overtime. The Chief of Police has the right to limit the time and distance that "on-duty" members may travel on a case-by-case basis. It is also understood that if more than two total members that wish to attend they would be permitted to utilize an additional police vehicle with the approval of the Chief or Chief's Designee.

ARTICLE 30
WORKERS' COMPENSATION INSURANCE COVERAGE

Section 30.1

(a) Special work duty shall be governed by Ordinance #1805-04 as adopted September 7, 2004.

(b) Any member who is disabled because of occupational injury or occupational illness shall be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to such a member for worker's compensation shall be reduced by the amount of workers' compensation paid under the New Jersey Workmens' Compensation Act. Such leave shall be limited to a maximum of one year from the date of injury or illness or until worker's compensation payments terminate, whichever is sooner. Any member covered by this leave will receive no more than his normal weekly salary payment.

ARTICLE 31
BILL OF RIGHTS

In order to safeguard fundamental rights for law enforcement officers employed by the TOWNSHIP, it is agreed that:

1. Except when on duty or acting in their official capacity as a law enforcement officer, no law enforcement officer shall be prohibited from engaging in political activity, provided their position as a law enforcement officer is not used in any way, whether directly or indirectly, while engaging in said political activities. As employed herein, the term "law enforcement officer" shall mean any member of the Lawrence Township Police Department whose primary duties and responsibilities are the enforcement of laws and regulations of the State of New Jersey and the protection of the life, peace and property of its citizens; and is empowered by State statute to act for the arrest, detention and conviction of persons violating the laws. It is understood that a member will not engage in any political activity which requires a signature or donation or any other action which would indicate compliance with the officer's request in the municipality in which he is employed, nor shall he engage in any political activity or hold any public office which would violate the statutory or common law of New Jersey.

The TOWNSHIP and UNION recognize and acknowledge that all investigations of complaints dealing with the action or in-action of a member is governed by the New Jersey Attorney General's Guidelines for Internal Affairs Investigations and nothing in this Agreement or in the Rules, Regulations or Policies of the Lawrence Township Police Department can negate those Guidelines and procedures to be followed.

2. Whenever a law enforcement officer has received notice that he is under formal investigation after receipt of a filed complaint, which complaint shall be in the form of the notification of complaint attached hereto, for alleged malfeasance, misfeasance, nonfeasance of official duty, with a view to possible disciplinary action, demotion, dismissal or criminal charges, the following minimum standards shall apply:

a. Any formal interrogation of a law enforcement officer, whether as a subject of the investigation or as a witness, shall take place at the location designated by the investigatory officer, except it shall not be conducted at the law enforcement officer's home unless the home is specifically involved in the complaint, and preferably when the member is on duty. A member of the Division shall be compensated for lost time accruing from investigations in accordance with existing Division Policy. The questioning of a law enforcement officer shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward. Time shall be provided for personal necessities, meals and telephone calls as are reasonably necessary. The law enforcement officer shall be entitled to the presence of their counsel or any other one person of their choice at any interrogation in connection with the investigation.

b. The law enforcement officer being investigated shall be informed at the commencement of any interrogation of the nature of the investigation, including whether the officer is a target of the investigation, if known, the statute rule or regulation allegedly violated, if known, the names and addresses of any complainants, and the identity and the authority of those conducting the investigation. This shall not preclude the employer from subsequently modifying, amending or changing the statute, rule or regulation under which the charges are brought. Also, at the commencement of any interrogation of such officer in connection with any such investigation, the officer shall be informed of the identity of all persons present during such interrogation. All questions asked in any such interrogation, whenever practicable, shall be asked by or through a single interrogator.

c. No formal hearing by means of which a law enforcement officer may be disciplined or penalized may be brought except upon charges signed by the persons making those charges.

d. The interrogation of the law enforcement officer shall be recorded mechanically, or by written form. Off the record, questions shall not be permitted. Any recesses called during the interrogation shall be recorded.

e. If a law enforcement officer is placed under arrest or is likely to be placed under arrest for a criminal offense, he/she shall be afforded all constitutional rights, and, in addition, he/she shall be given the following warning prior to the commencement of any interrogation:

I am advising you that you are being questioned as part of an official investigation of the Police Division. You will be asked questions specifically directed and narrowly related to the performance of your official duties. You are entitled to all the rights and privileges guaranteed by the laws of the State of New Jersey, the Constitution of this State and the Constitution of the United States, including the right not to be compelled to incriminate yourself and the right to have legal counsel present at each and every state of this investigation.

I further advise you that if you refuse to testify or to answer questions relating to the performance of your official duties, you will be subject to Departmental charges which could result in your dismissal from the Police Division. If you do answer questions, neither your statements nor any information of evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent Departmental charges.

f. It is understood that the provisions of Paragraph Two above shall not preclude initial or preliminary inquiries by the employer and shall only apply upon the commencement of a formal investigation or the filing of a complaint.

3. All investigations against law enforcement officers shall be conducted expeditiously. At least every two months after the commencement of such investigation, as determined by the date that the notification of complaint is served upon the law enforcement officer, the officer, if he so requests, is to be informed of the status of the pending investigation. If charges are to be brought against the officer, they should be brought as promptly as possible to ensure that no

unnecessary delay occurs which might prejudice the officer's defense and, unless unusual circumstances exist, no officer should be prosecuted by the Department for the alleged infraction of any rule if more than ninety (90) days transpire between the date the Chief of Police or appropriate superior officer had knowledge or should reasonably have had knowledge of the alleged infraction by virtue of information that is normally transmitted to him by routine administrative processes and the service of the preliminary notice of disciplinary action.

4. There shall be removed from a law enforcement officer's personnel file all papers, files, reports, notes and copies thereof relating to an investigation of a law enforcement officer when the investigation does not result in any disciplinary action or when the law enforcement officer is exonerated. These items, if retained, shall be maintained separate and apart from the personnel file. The law enforcement officer may, on proper notice, inspect these materials at the discretion of the Chief of Police.

5. No law enforcement officer shall be required to disclose, for the purpose of promotion or assignment, any information concerning their property, income, assets, debts or expenditures or those of any member of such officer's household, except where such information relates directly to the member's assignment or duties. No member shall be required to take any lie detector or other test designed to determine the truthfulness of any statement as part of any investigation or as a condition of employment.

6. There shall be no penalty or threat of any penalty for the exercise by a law enforcement officer of their rights under this Bill of Rights.

ARTICLE 32
RADIOS AND TELEVISION SETS

Section 32.1

All future police vehicles will be supplied with AM/FM radios and the UNION shall be permitted, at its own expense, to install and maintain an AM/FM radio at the communication desk. A television set will be installed and maintained at the communication desk at the expense of the TOWNSHIP. Use of the aforesaid items shall be subject to the approval of the shift supervisor whose approval shall not be unreasonably denied.

ARTICLE 33
ON-CALL POLICIES FOR DETECTIVES

Section 33.1

An On-Call Policy for General Assignment Detectives within the Investigation Division of the Department is established. Effectuated members shall each be compensated four thousand dollars (\$4,000) effective January 1, 2021, and thereafter for serving in a designated on-call capacity. This compensation shall be in addition to and subsequently included in the current base salary of the member. The member will normally be required to serve no more than eleven (11) on-call tour weeks per calendar year. An on-call tour shall consist of one (1) calendar week, commencing at 1300 hours on Wednesday and ending on 1259 hours the following Wednesday. The on-call tour shall normally coincide with the start of the member's regularly scheduled evening shift (D-5).

Section 33.2

If for some reason, a member is unable to perform their on-call duties for a specific tour due to illness, injury, job related or non-job related, disciplinary action or other reason, then another compensated member who can perform their specific on-call duty responsibilities, will continue receiving the full on-call compensation. This member will be required to "make-up" the on-call time later when he/she returns to normal duty status.

Section 33.3

A member who incurred additional on-call responsibilities due to another member's absence will receive relief from their future on-call responsibilities in an equitable fashion (tour for tour). This shall occur at a period after the absent member returns to normal duty status. The affected members and Management shall try to mutually agree upon the on-call make-up time. If the relief period cannot be agreed upon, then the final determination for scheduling the relief period will be made by the Chief of Police.

Section 33.4

If a member serves on-call tours in excess of eleven (11) tours in any calendar year, where the additional on-call tours cannot be "paid back" by the absent member at any future time, then the member will be compensated with twelve (12) hours of straight CTO for each additional on-call tour week. This Section shall only apply if the absent member never returns to their on-call duty status, therefore being unable to pay back the time owed. Such reasons include, but are not limited to, retirement, resignation, termination, and transfer/reassignment.

Section 33.5

A member shall be provided with a minimum of seventy-two (72) hours' notice prior to the date of any change to their on-call coverage assignment.

ARTICLE 34

STAND-BY STATUS IN CRIMINAL AND JUVENILE CASES

Section 34.1

If a member is called upon by the department of the courts to be on Stand-By or Alert Status regarding a civil, criminal or juvenile matter, he/she is to be compensated in CTO time (based on 25% of their regular hourly rate) for any time spent on said Stand-By or Alert Status.

ARTICLE 35
SAFETY COMMITTEE

Section 35.1

A standing safety committee shall be formed with representatives from the patrol member, the police administration, and the TOWNSHIP administration, which shall confer as the need arises with adequate notice provided by the party requesting the meeting. The meeting shall convene no later than thirty (30) days from the provided notice.

ARTICLE 36
SURVIVOR'S BENEFIT CLAUSE

Section 36.1

In the event of the death of a member, whether on or off-duty, their survivors will be paid for the member's vacation days, holidays, personal days, compensatory time, salary and severance pay, etc. There will be no pro-rating. All the above should be paid to the member's survivor(s) within thirty (30) days, but in no event later than sixty (60) days from the date of death of said member.

ARTICLE 37
CRITICAL INCIDENT

Section 37.1

In the event any member through the course of their duties is involved in a critical incident involving serious injury to the member, an arrestee, motor vehicle accident or if the member is involved in an incident involving the use of a firearm by the member or by the deceased that caused serious injury or death the following may take place:

1. The member should receive any medical care immediately necessary.
2. The member should receive, if needed, trauma counseling in a timely manner.
3. Any and all medical treatment should continue until it is determined by a medical professional that the treatments may terminate.
4. The TOWNSHIP shall provide any and all medical and psychological counseling needed or required at TOWNSHIP expense.
5. In the event any members are involved in a critical incident, whereby there is a serious injury or fatality caused by same, ten (10) working days (not to be taken from sick time) shall be given said member from the date of the incident. At the end of the ten (10) days, the TOWNSHIP and UNION should meet and determine the need to continue said treatment to the members involved.

ARTICLE 38
PERFECT ATTENDANCE

Section 38.1

Any member who does not incur any sick days in a calendar year will receive fifteen (15) hours of compensatory time the following year for a perfect attendance record. The incurring of a job-related disability or job-related injury shall not impact the perfect attendance record. A member suspended or placed on paid administrative leave is disqualified from receiving the benefit of this incentive.

ARTICLE 39
MILITARY LEAVE

Section 39.1

Any member who serves in the National Guard or Organized Reserve shall be entitled to a leave of absence pursuant to federal and state laws. The TOWNSHIP agrees that a member on two (2) week annual training shall suffer no loss of pay.

Section 39.2

Such leave of absence shall be in addition to any regular annual vacation allowed said member. If the military duties are scheduled on the member's regular annual vacation leave, the member shall select another vacation leave period of their choosing.

ARTICLE 40
PERSONNEL FILE

Section 40.1

Members shall have access to their personnel file with respect to any summary report of an internal affairs investigation in which he/she was a suspect. The member may submit rebuttal material as desired. However, the member may not have access to the background investigation reports. This review shall be done during normal business hours. The TOWNSHIP shall have up to five (5) business days to schedule a member review of their personnel file.

Section 40.2

No unsubstantiated or unfounded complaint or any information in regard thereto, shall become part of a member's official file.

Section 40.3

The TOWNSHIP shall not allow anyone, with the exception of the Municipal Manager, TOWNSHIP attorney (while on official business), Chief of Police, or his designee, or Personnel Officer to read, review, have a copy of or in any way peruse any member's personnel file which is kept by Division of Police of TOWNSHIP. This provision does not apply to release of personnel files in connection with disciplinary matters, civil process such as subpoena or Court Order.

Section 40.4

All personnel files shall be kept in accordance with the laws of the State of New Jersey and/or all federal laws.

ARTICLE 41
ESTATE BENEFIT

Section 41.1

All hospitalization and major medical insurance coverage and other member benefits deemed applicable shall be continued for a surviving spouse until he/she qualifies for Medicare and for dependent children until the age of 26 (dental insurance coverage until dependent children are 18 if not in school and the age of 23 if children are still in school) of members killed in the line of duty. Upon remarriage, the surviving spouse would no longer be entitled to such coverage.

ARTICLE 42

TRAINING

Section 42.1

Members of the Division of Police shall with complete equal opportunity be permitted to attend training schools and seminars for the purpose of job education and job training. All requests by UNION members shall not be unreasonably denied, with due consideration given to: (1) the subject matter and curriculum of the training course; (2) the cost of the training course; (3) overtime costs for both the members attending the training course and other members that may be called upon to work in place of the attending member; and (4) the impact the attendee's absence will have upon the operational needs of the Lawrence Township Police Department.

Section 42.2

All fees and material costs shall be borne by the TOWNSHIP, provided money is available in the budget for same.

Section 42.3

Members attending any training schools and seminars shall be compensated with full pay and benefits. When attending any training school or seminar on their RDO, said member shall be paid at rate of time and one-half (1½) for each hour of attendance.

Section 42.4

Any school, academy, seminar that requires overnight attendance or that is located such a distance away that overnight attendance is both desirable and convenient, and facilities and meals are not provided; the TOWNSHIP will reimburse each member for their lodging and meal expense. Said reimbursement shall be made to the member as follows: A maximum of four dollars (\$4.00) for breakfast, five dollars (\$5.00) for lunch, eight dollars (\$8.00) for dinner and thirty-five dollars (\$35.00) a day for lodging, upon presentation of receipts for said expenditures. Where possible, the TOWNSHIP will make advance reservations for lodging. However, the member shall not ask for and TOWNSHIP will not pay overtime for overnight attendance.

Section 42.5

All interested members should receive education, training and experience in all areas of police work, including but not limited to, the following areas:

1	Radar Operation	9	Riot Control
2	Breathalyzer Operation	10	Hostage Negotiations
3	Latent Prints	11	Narcotics
4	Homicide Investigation	12	Accident Investigation
5	Arson Investigation	13	Report Writing
6	Rifle Marksmanship	14	Interviews
7	Revolver Marksmanship	15	Sensitivity Courses
8	Crime and scene detection and evidence gathering	16	Changes in the Law and Municipal Ordinances

Section 42.6

When the Chief of Police or his designee receives any course notice or seminar material, it shall immediately be posted conspicuously for all members to see.

Section 42.7

A member who is assigned as Field Training Officer (FTO) will receive compensation for each shift engaged in field training in addition to the regular pay as follows:

2024	\$30
2025	\$30
2026	\$35
2027	\$35

ARTICLE 43

MARKSMANSHIP PROFICIENCY SKILLS

Section 43.1

The TOWNSHIP, because of a lack of its own weapons range, shall purchase two (2) annual range passes to a public pistol or rifle range, so that off duty members wanting to increase their skill with both their on-duty (service) and off-duty (personal) weapons may do so. The range shall be a legally licensed shooting center or range approved by the Chief of Police.

Section 43.2

The TOWNSHIP shall make available for the use of each member one hundred (100) rounds of service ammunition per member, per quarter year for the maintenance and skill improvement in the use of firearms. The one hundred (100) rounds shall be given only to those members going to a legally licensed shooting center or range approved by the Chief of Police. All brass discharged casings shall be returned to the Department by the member

ARTICLE 44
SCHEDULE COMMITTEE

Section 44.1

All schedules currently in effect shall remain. A committee shall be formed for the express purpose of developing an alternative work schedule to that presently in effect and overseeing its implementation if it is mutually agreed by the UNION and TOWNSHIP that a change in the work schedule is desirable or necessary.

Section 44.2

The Committee shall consist of UNION President, or his designee, and two (2) UNION members selected by the UNION President, the Chief of Police, or his designee, and two (2) other TOWNSHIP officials.

Section 44.3

The Committee shall meet at convenient times and places. If any meeting is called when a UNION Committee member is working, said members shall be allowed to attend after informing their supervisor.

Section 44.4

It is the understanding that any recommendation of the Committee shall be adopted and implemented only upon ratification of both parties as per the process utilized for contract ratification. Any schedule so adopted shall remain in effect for the duration of the current Agreement.

ARTICLE 45
DURATION OF AGREEMENT

Section 45.1

(a) This Agreement shall be effective from January 1, 2024, and continue in full force and effect until December 31, 2027, and shall be deemed a continuing agreement, automatically renewing itself from year to year thereafter, except that either party shall have the right to renegotiation by written notice to the other in accordance with Public Employment Relations Commission rules, of a desire to change, modify or terminate this Agreement.

(b) The parties agree that they will enter negotiations in accordance with Public Employment Relations Commission rules and will continue such negotiations in good faith until a renewal of the within Agreement, together with all agreed upon modifications, has been arrived at by Agreement.

APPENDIX A

SALARIES

-
- A. Effective January 1, 2024, base salaries for all covered members will be in accordance with the Step Schedule below and only the "After 5 years", "After 6 years" and "After 8 years" and "After 13 years" steps shall be increased 3.5%.
- B. Effective January 1, 2025, base salaries for all covered members will be in accordance with the Step Schedule below and only the "After 5 years", "After 6 years" and "After 8 years" and "After 13 years" steps shall be increased 3.25%.
- C. Effective January 1, 2026, base salaries for all covered members will be in accordance with the Step Schedule below and only the "After 5 years", "After 6 years" and "After 8 years" and "After 13 years" steps shall be increased by 3.25%.
- D. Effective January 1, 2027, base salaries for all covered members will be in accordance with the Step Schedule below and only the "After 5 years", "After 6 years" and "After 8 years" and "After 13 years" steps shall be increased by 2.50%.
- E. Police Academy Tuition - TOWNSHIP shall reimburse the cost of Police Academy tuition (not to exceed \$3,500) for those members who were hired directly by the TOWNSHIP, through the Alternate Route Program within one (1) month after the member has completed two years of service with the TOWNSHIP. No other fees (e.g. ammunition for qualification) shall apply to this provision.

For Members Hired On or Before June 30, 2010:

Step Guide		2024	2025	2026	2027
		3.50%	3.25%	3.25%	2.50%
Academy	0	35,000	35,000	35,000	35,000
Probation	0.5	44,000	44,000	44,000	44,000
After 1 year	1	52,891	52,891	52,891	52,981
After 2 years	2	61,955	61,955	61,955	61,955
After 3 years	3	71,990	71,990	71,990	71,990
After 4 years	4	82,027	82,027	82,027	82,027
After 5 years	5	129,008	133,201	137,530	140,968

For Members Hired After July 1, 2010:

Step Guide		2024	2025	2026	2027
		3.50%	3.25%	3.25%	2.50%
Academy	0	35,000	35,000	35,000	35,000
Probation	0.5	44,000	44,000	44,000	44,000
After 1 year	1	52,891	52,891	52,891	52,891
After 2 years	2	61,955	61,955	61,955	61,955
After 3 years	3	71,990	71,990	71,990	71,990
After 4 years	4	82,027	82,027	82,027	82,027
After 5 years	5	92,066	92,066	92,066	92,066
After 6 years	6	129,008	133,201	137,530	140,968

Members Hired On or After January 1, 2013:

Step Guide		2024	2025	2026	2027
		3.50%	3.25%	3.25%	2.50%
Academy	0	30,000	30,000	30,000	30,000
Probation	0.5	44,000	44,000	44,000	44,000
After 1 year	1	52,891	52,891	52,891	52,891
After 2 years	2	59,921	59,921	59,921	59,921
After 3 years	3	66,951	66,951	66,951	66,951
After 4 years	4	73,981	73,981	73,981	73,981
After 5 years	5	81,011	81,011	81,011	81,011
After 6 years	6	88,041	88,041	88,041	88,041
After 7 years	7	95,071	95,071	95,071	95,071
After 8 years	8	129,008	133,201	137,530	140,968

Members Hired On or After January 1, 2021:

Step Guide		2024	2025	2026	2027
		3.50%	3.25%	3.25%	2.50%
Academy	0	42,000	42,000	42,000	42,000
Probation	0.5	46,000	46,000	46,000	46,000
After 1 year	1	50,000	50,000	50,000	50,000
After 2 years	2	54,420	54,420	54,420	54,420
After 3 years	3	59,630	59,630	59,630	59,630
After 4 years	4	64,840	64,840	64,840	64,840
After 5 years	5	70,050	70,050	70,050	70,050
After 6 years	6	75,260	75,260	75,260	75,260
After 7 years	7	80,740	80,740	80,740	80,740
After 8 years	8	85,680	85,680	85,680	85,680
After 9 years	9	90,890	90,890	90,890	90,890
After 10 years	10	96,100	96,100	96,100	96,100
After 11 years	11	101,310	101,310	101,310	101,310
After 12 years	12	106,520	106,520	106,520	106,520
After 13 years	13	129,008	133,201	137,530	140,968

APPENDIX B-1

HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE (PERCENTAGE OF PREMIUM) *

Pension/Allowance or Salary Range	Year 4
less than 25,000	3.00%
25,000 - 29,999.99	4.00%
30,000 - 34,999.99	5.00%
35,000 - 39,999.99	6.00%
40,000 - 44,999.99	7.00%
45,000 - 49,999.99	9.00%
50,000 - 54,999.99	12.00%
55,000 - 59,999.99	14.00%
60,000 - 64,999.99	17.00%
65,000 - 69,999.99	19.00%
70,000 - 74,999.99	22.00%
75,000 - 79,999.99	23.00%
80,000 - 84,999.99	24.00%
85,000 - 89,999.99	26.00%
90,000 - 94,999.99	28.00%
95,000 - 99,999.99	29.00%
100,000 - 109,999.99	32.00%
110,000 and over	35.00%

*Member contribution is a minimum of 1.5% of base salary towards health benefits.

APPENDIX B-2

HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER
OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM) *

Pension Allowance for Salary Range	Year 4
less than 25,000	3.50%
25,000 - 9,999.99	4.50%
30,000 - 34,999.99	6.00%
35,000 - 39,999.99	7.00%
40,000 - 44,999.99	8.00%
45,000 - 49,999.99	10.00%
50,000 - 54,999.99	15.00%
55,000 - 59,999.99	17.00%
60,000 - 64,999.99	21.00%
65,000 - 69,999.99	23.00%
70,000 - 74,999.99	26.00%
75,000 - 79,999.99	27.00%
80,000 - 84,999.99	28.00%
85,000 - 99,999.99	30.00%
100,000 and over	35.00%

*Member contribution is a minimum of 1.5% of base salary towards health benefits.

APPENDIX B-3

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE
(PERCENTAGE OF PREMIUM)*

Pension Allowance or Salary Range	Year 4
less than 20,000	4.50%
20,000 - 24,999.99	5.50%
25,000 - 29,999.99	7.50%
30,000 - 34,999.99	10.00%
35,000 - 39,999.99	11.00%
40,000 - 44,999.99	12.00%
45,000 - 49,999.99	14.00%
50,000 - 54,999.99	20.00%
55,000 - 59,999.99	23.00%
60,000 - 64,999.99	27.00%
65,000 - 69,999.99	29.00%
70,000 - 74,999.99	32.00%
75,000 - 79,999.99	33.00%
80,000 - 94,999.99	34.00%
95,000 and over	35.00%

*Member contribution is a minimum of 1.5% of base salary towards health benefits.

SCHEDULE B
DEFINITIONS FOR 12 HOUR WORK SCHEDULE

-
1. Workday(s) as listed in the current employment Agreement shall refer to the normally scheduled workday for a member based on their scheduled assignment.
 2. Calendar year shall begin on January 1st at 0001 hours, through December 31st at 2400 hours.
 3. Calendar week shall mean any week from Sunday at 0001 hours through Saturday at 2400 hours (For the purposes of payroll the pay-week will remain a calendar week).
 4. Work week shall refer to the normally scheduled work period as follows:
 - a) 40-hour schedule – the normal 7-day calendar week as noted above.
 - b) 12-hour work schedule – as provided for in the Tour Week and depicted by the agreed upon schedule between the Chief of Police and the UNION.
 5. Tour week shall be a group of two (2) calendar weeks comprised of seven (7) tour days and seven (7) regular days off as depicted by the schedule agreed upon by UNION and the TOWNSHIP for those assigned to a 12-hour work schedule.

For those members not assigned for a 12-hour work schedule the Tour week comprises two (2) calendar weeks comprised of ten (10), eight (8) hour days on duty / tour days and four (4) days considered off duty days /regular days off. This applies to a member working an eight (8) hour workday.

For those members not assigned to a 12-hour work schedule the tour week is comprise of two (2) calendar weeks, comprised of eight (8), ten (10) hour days on duty/tour days and (6) six days considered off duty days/regular days off. This applies to a member working a ten (10) hour workday.

6. Tour day shall mean any twelve (12) hour, ten (10) hour, or eight (8) hour period that a member is scheduled to work on a normal basis or has been assigned.
7. 12-hour work schedule shall consist of seven (7) tour days and seven (7) regular days off in any given tour. The specific order of occurrence shall be as agreed upon by UNION and the TOWNSHIP.
8. Excess time worked shall be the extra four (4) hour period in a tour week when a member is scheduled to work seven (7) 12-hour workdays for a total of eighty-four (84) hours. This four (4) hour period shall be accumulated by the member on an "hour for hour" basis. This eighty-four (84) hour period for purposes of scheduling will be considered as vacation/holiday time off.
9. Posted Schedule is the work schedule as agreed upon by UNION and the TOWNSHIP in accordance with this Agreement and posted at regular intervals throughout the calendar year.
10. Regular day off, or RDO is the day on which any member is not scheduled to report to work as depicted in the posted platoon and schedule charts.
11. Training time off or TTO is leave granted where the member agrees in exchange for TTO to report to a RDO for training purposes only with no overtime paid for said training time.
12. Leave period shall be the group of hours or days where any member is given vacation, personal, flex, bereavement, or holiday time as excused from duty or off duty time.
13. Regular pay rate is a member's base annual salary plus any accumulated longevity pay, on call pay and/or specialty stipend pay divided by 2080 hours.

SCHEDULE C

DEFINITIONS

Specification of Conditions for 4-2 Work Schedule

1. Workday(s) as listed in the current member Agreement shall refer to the normally scheduled workday for a member.
2. Calendar Year shall begin on January 1st at 0001 hours, through December 31st at 2400 hours.
3. Calendar Week shall mean any week from Sunday at 0001 hours through Saturday at 2400 hours.
4. Work Week shall refer to the normally scheduled work period as follows:
 - a) 42.5 Hour Schedule - the normal 7-day calendar week
 - b) 4-2 Schedule: same as Tour Week

Tour Week shall be a group of six (6) days, comprised of four (4) days and two Regular Days Off, as depicted by the schedule posted by the Chief of Police.
5. Tour Day shall mean any eight and one-half (8.5) hour period than a member is scheduled to work.
6. A 4-2 Schedule shall consist of four (4) tour days and two (2) regular days off in any given tour week. The specific order of occurrence shall be determined by the Chief of Police.
7. Posted Schedule is the work schedule as determined by the Chief of Police, in accordance with this member Agreement, and posted at regular intervals throughout the calendar year.

8. Regular Day Off, or RDO, is the day on which any member is not scheduled to report to work as depicted in the posted platoon and schedule charts.
9. Training Time Off, or TTO, is leave granted where the member agrees in exchange for TTO to report on a regular day off (RDO) for training purposes only with no overtime paid for said training time.
10. Vacation or Leave Period shall be the periods of time a member is given vacation or holiday time off.
11. Regular Pay Rate is a member's base annual salary divided by 2080 hours.

SCHEDULE D

ARTICLE 7 - HOURS OF EMPLOYMENT

ARTICLE 8 - COMPENSATION FOR OVERTIME

Specification of Conditions for 4-3 Work Schedule

(a) 40 Hour Work Schedule (five 5 eight (8) hour days of work followed by two (2) days off)

1. Normal hours of employment for members working other than the 12-hour workday schedule of the ten-hour workday schedule shall not exceed forty (40) hours in any one calendar week, nor eight (8) hours in any workday. The time allowed for lunch shall be forty-five (45) minutes.

(b) 4-3 Work Schedule (four (4) ten-hour (10) days of work followed by three (3) days off)

2. Normal hours of employment for members working the Investigative Division's ten (10) hour work schedule shall not exceed forty (40) hours in any one work week, or ten (10) hours in any workday. Due to the extended length of the workdays under this schedule, it is mandatory that members receive a lunch break. The time allowed for lunch shall be fifty (50) minutes. If a member is unable to receive a lunch on any workday due to emergency calls, high call volume or any other reason beyond their control, that member will be able to "carry" the time allotted for one (1) lunch break for a period of seven (7) workdays. This time is to be used for an additional break period at any time during any workday within the seven (7) workdays following the day in which lunch was not able to be taken.
 - a. Detectives will not be governed by the aforementioned reporting times due to work pressure or job assignment.

Any member who works any regular day off (RDO), when no additional RDO is given in return, the tour worked shall be paid at the overtime rate.

(c) Overtime shall be defined as any work in excess of ten (10) consecutive hours in any workday or any work on a regular day off (RDO) as defined by the regular 4-3 work schedule or in excess of eight (8) consecutive hours in any workday or any work on a regular day off (RDO) as defined in the regular 40-hour work schedule.

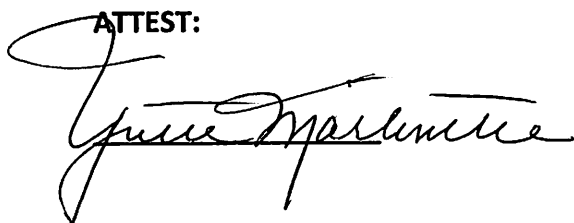
SCHEDULE E

12-Twelve Hour Work Schedule

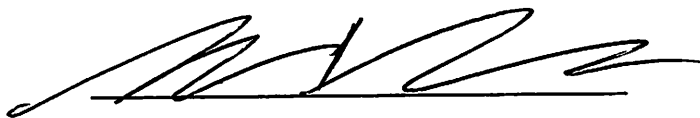
Normal hours of employment for members working the 12-hour work schedule shall not exceed forty-eight (48) hours in any one calendar week, eighty-four (84) hours in any tour week or twelve (12) hours in any tour day. Due to the extended length of the workday under this schedule, it is mandatory that members will receive a lunch break. The time allowed for lunch will be sixty (60) minutes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at LAWRENCE TOWNSHIP, New Jersey on the 18th day of December, 2023.

ATTEST:

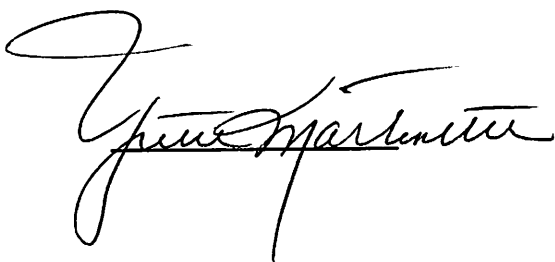


LAWRENCE TOWNSHIP, MERCER COUNTY



Kevin Nerwinski, Municipal Manager/QPA

ATTEST:



LAWRENCE TOWNSHIP FRATERNAL ORDER
OF POLICE LODGE 209



Robert Potter, President