

AGREEMENT BETWEEN THE TOWNSHIP OF LUMBERTON AND LUMBERTON
TOWNSHIP POLICE OFFICERS ASSOCIATION - FRATERNAL ORDER OF POLICE/
NEW JERSEY LABOR COUNCIL

January 1, 2023 - December 31, 2026

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AGREEMENT dated this _____ day of _____, 2023 by and between **LUMBERTON TOWNSHIP**, a municipal corporation of the State of New Jersey, hereinafter referred to as “**Employer**” or “**Township**” and the **LUMBERTON TOWNSHIP POLICE OFFICERS ASSOCIATION-Fraternal Order of Police/New Jersey Labor Council**, herein referred to as the “**Association.**”

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

NOW, THEREFORE, WITNESS:

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

ARTICLE I: RECOGNITION OF BARGAINING UNIT

A. The Township hereby recognizes the Lumberton Township Police Officers Association FOP 201-FOP/New Jersey Labor Council as the exclusive majority representative of all full time Police Officers and Detectives employed by the Township of Lumberton below the rank of Sergeant for the purposes of collective bargaining, settlement of grievances, rates of pay, hours of work, fringe benefits, working conditions, safety of equipment and all other related matters.

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

The parties agree to follow the Workplace Democracy Enhancement Act and Responsible Collective Negotiations Act.

ARTICLE II: MANAGEMENT RIGHTS

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

1. To manage and control administratively the Township Government and its properties and facilities and the on the job activities of its employees;
2. To hire all employees and, subject to the provision of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

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

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

D. The Township and FOP agree to follow all State and Federal Statutes regarding leave requests. The Township and FOP further acknowledge and agree that law

enforcement is bound by the New Jersey Attorney General Guidelines and the policies of the agency shall be consistent with the guidelines, policies and directives of the NJ Attorney General.

ARTICLE III: ASSOCIATION RIGHTS

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

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

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

When any member of the unit is required to appear before any disciplinary officer appointed by the Township Committee, or any representative or agent of that Committee,

concerning any matter which could adversely affect the continuation of that employee in his position or employment or the salary or any increments pertaining thereto, then he or she shall be given written prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him during such meeting or interview.

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

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

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

E. Duly appointed Union Officials, in the bargaining unit, will be given time on duty to address union labor matters. When Union Officials address union labor matters, they shall send an email to the Chief of Police and Township Administrator notifying use of union labor time.

The President of the Union, in the bargaining unit, and his/her designee will be able to attend the State/National meetings and conventions in accordance with New Jersey Statutes.

F. The parties agree that pursuant to the United States Supreme Court decision in Janus v. AFSCME, 138 S. Ct. 2448 (2018), “neither an agency fee nor any other form of payment to a public-sector union may be deducted from an employee, nor may any other attempt to collect such payment, unless the employee affirmatively consents to pay.”

ARTICLE IV: PLEDGE AGAINST DISCRIMINATION AND COERCION

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

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

ARTICLE V: GRIEVANCE PROCEDURE

A. **Definition**

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

B. **Aggrieved Person**

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

C. **Party In Interest**

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

D. **Purpose**

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

E. **Contents of Grievance**

A written grievance shall meet the following specifications:

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

5. It shall contain the date of the alleged dispute, controversy, or issue.
6. It shall be signed by the grievant.

F. **Time Limits**

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

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

G. **Step Procedure**

Level One: A unit member with a grievance shall bring said grievance to the Association Grievance Committee within forty-five (45) calendar days of the occurrence. The Association Grievance Committee shall determine whether to allow the grievance to proceed through the grievance procedure within ten (10) calendar days of receipt of the grievance. If the Association Grievance Committee determines to allow the grievance to proceed, the unit member or the Association's designated representative shall discuss the grievance with the unit member's immediate supervisor within ten (10) calendar days of the Association Grievance Committee's determination, with the objective of resolving the matter informally. Level One grievances should not exceed twenty (20) calendar days, ten (10) calendar days for the Association Grievance Committee to determine to hear the grievance and ten (10) calendar days to resolve the grievance with the unit member's immediate supervisor.

Level Two. If the Association is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within ten (10) calendar days after the presentation of the grievance to the immediate supervisor for resolution, the Association shall refer it to the Chief for a decision. The Chief shall have fifteen (15) calendar days to respond to the grievance upon receipt of the grievance. Level Two grievances should not exceed fifteen (15) calendar days.

Level Three. If the Association is not satisfied with the disposition of the grievance at Level Two or if the Chief does not render a decision within fifteen (15) calendar days, the Association shall have ten (10) calendar days to submit the grievance to the Township Administrator who shall have fifteen (15) calendar days to render a decision. The Township Administrator shall schedule a date, mutually acceptable to the parties within the first ten (10) calendar days of receipt of the Level Three Grievance, where the parties may present argument in support of their positions. Level Three grievances should not exceed fifteen (15) calendar days.

Level Four. If the Association is not satisfied with the disposition of the Township Administrator or if the Township Administrator does not render a decision within fifteen (15) calendar days, the Association shall submit the grievance to the Township Committee who shall have thirty (30) calendar days to render a decision. Level Four grievances should not exceed thirty (30) calendar days.

Level Five: If the Association is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered by the Township Committee within thirty (30) calendar days of receipt of the grievance, the Association shall have ten (10) calendar days to file the grievance through arbitration to the Public Employment Relations Commission (PERC).

Within fifteen (15) calendar days after such written notice of submission to arbitration, the Township and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the State of New Jersey, Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the State of New Jersey, Public Employment Relations Commission. The arbitrator's decision shall be in writing and shall be submitted to the Township and the Association and shall be final and binding on all parties.

In the event that the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the above.

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator may add nothing, modify, or subtract anything from the agreement between the parties. The arbitrator may not modify the agreement in any way. The cost for the services of the Arbitrator shall be borne equally by the Association and the Township.

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

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

H. **Miscellaneous**

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

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

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

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

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

ARTICLE VI: DISCIPLINE

All discipline procedures shall be in accordance with New Jersey State laws and regulations, rules and/or guidelines promulgated by the Attorney General of the State of New Jersey, attendant case law and administrative decisions. Employees subject to discipline shall retain the right of due process and all discipline shall be based on Just

Cause. Nothing in this section shall alter, amend or change any provision of the Internal Affairs policies and procedures established by the Attorney General of New Jersey.

ARTICLE VII: SALARY

A. Effective January 1, 2023, all members will be paid based upon the salary guide as attached in Appendix A. Members shall move annually on January 1st of each year to the next step in accordance with this guide.

ARTICLE VIII: LONGEVITY

Commencing January 1, 2011, employees shall no longer receive longevity payments.

ARTICLE IX: OFFICER IN CHARGE

A. If a Sergeant assigned to a particular squad is absent, the Senior Officer assigned to that shift will become the Officer-in-Charge (OIC). OIC shall be paid a rate of \$40.00 an hour or \$5.00 an hour above the officer's regular rate, whichever is greater.

ARTICLE X: MILITARY AND COLLEGE SUPPLEMENTARY COMPENSATION

Commencing January 1, 2011, employees shall no longer receive military and college supplementary compensation.

ARTICLE XI: HOLIDAYS

A. Commencing January 1, 2018, employees shall receive holiday pay based on twelve (12) holidays that shall be added to and be paid as part of the employee's regular salary payment for 2018 and thereafter. All other holiday pay shall be eliminated.

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

C. Any employee not scheduled to work who is called into and works on any of the Township's recognized holidays shall only receive regular overtime pay for that assignment.

D. Any Personal Day request that falls on a Township Approved Holiday shall be granted at the discretion of the Police Chief based on the needs and/or requirements of shift manpower.

E. Detectives shall not be required to work on any of the Township's recognized holidays as identified in the Township of Lumberton, Policies and Procedure Manual and Employee Handbook, adopted November 10, 2010 and most recently amended on October 21, 2021 (hereinafter "Handbook"), Section Three entitled "Paid Holiday Policy, unless, if in the discretion of the Chief of Police, or his designee, it is determined that a detective is needed or required.

Any employee mandated or that volunteers to work on a Township recognized holiday shall be paid an overtime rate of time and a half.

ARTICLE XII: VACATIONS

Employees hired before August 18, 2014 shall receive the following vacation:

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

Employees hired after August 18, 2014 shall receive the following vacation:

<u>YEARS OF EMPLOYMENT</u>	<u>AMOUNT OF LEAVE</u>
0 through completion of 1 st year	5 days
2nd through completion of 5 th year	10 days
6th through completion of 10 th year	12 days

11th through completion of 15 th	15 days
16 th year and on	18 days

Members shall be awarded their time on January 1st of each year following their first year of service. For example, a new member hired in August would receive their full allotment of vacation time on January 1st of the upcoming year.

Annual unused vacation time may be accumulated for up to two years which shall be measured to December 31st of the second year. Failure to use any accumulated leave within said two (2) year period shall constitute an abandonment of this leave. For example, any member that failed to use accumulated vacation time on or before December 31, 2017 that was accumulated from 2016, abandoned that unused vacation time as of December 31, 2017. Every officer shall have the year 2018 to used excess vacation time due to the reduction from three (3) years carry over to two (2) years carry over. By way of clarification unit members may not have more than two years' worth of time built up in their vacation bank, so if the unit member's annual accrued time is 20 days, they cannot have more than 40 days at one time in their vacation bank starting in 2019.

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

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

Two (2) weeks' notice will be given to the Chief of Police of a member's request for use of vacation time for any request for use of time over 24 hours. 96 hours' notice will be given to the Chief of Police for any request for use of time 24 hours or under. The 96 hour time period may be waived based on extenuating circumstances and authorized by the Chief of Police or his designee.

Vacation time requests made by February 1st of any year, and granted, shall not be subject to bumping, and shall not be subject to cancellation except in the event of a dire emergency requiring mobilization of the entire Department.

Upon request of vacation time, should a conflict with another employee arise, seniority shall prevail. Seniority shall be based upon the employee's/ member's appointment date with the Lumberton Police Department. Approval shall be based on request date.

At the end of each calendar year, any unused vacation days will carry over and be added to the balance of the following year. Any days carried over from the previous year must be taken within the current year.

ARTICLE XIII: SICK LEAVE

A. Sick leave shall mean paid leave to employees when they are unable to perform their work by reason of personal illness, accident, or to attend to a member of the immediate family who is seriously ill or requires their presence, or to keep doctor appointments which could not be scheduled after working hours. Sick leave shall be available to full-time employees and to part-time employees on a pro-rated basis. An Employee who uses sick time will be ineligible for an off-duty assignment such as a road job or security detail, until that employee works a full day with the Township upon returning from sick leave.

B. **Accumulation of Regular Sick Leave**

All members of the bargaining unit shall be entitled to sick leave at the rate of ten days in each calendar year. Sick time will be credited to all employees on January 1 of each calendar year. Unused sick days shall be accumulated from year to year with no limit.

C. **Accumulated Sick Leave Reimbursement**

1. Omitted.

2. An employee shall not be reimbursed for accumulated sick leave except for at the time of retirement pursuant to New Jersey statute.

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

D. **Injured In The Line Of Duty**

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

When an employee is injured in the line of duty that requires the employee to be on leave of absence (i.e. no light duty), a written agreement shall be executed between the Township and employee setting forth that the employee shall reimburse the Township for any moneys paid to him/her for temporary disability, pursuant to Worker's Compensation laws, for a period of no longer than six (6) months, so long as the Township continues to pay the employee his/her full regular pay as wages. The Township reserves the right to itself, to extend such period for an additional three (3) months for good cause.

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

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

E. **Medical Certificate**

If an officer is absent because of illness or sickness for more than three (3) consecutive working days, the Township may require a medical certificate certifying an officer's illness. For all long term absences beyond 2 weeks to include and not limited to FMLA, NJFMLA and Leave of Absence requests, the officer will need to provide at the Township Administrator's request proof of ongoing treatment by or under the care of a licensed medical provider, said proof may include a certification by licensed medical provider or an Explanation of Benefits (EOB) statement. All certifications, notices and provisions shall adhere to all federal and state laws.

ARTICLE XIV: OVERTIME

A. **Overtime**

Based upon the twelve (12) hour shift schedule utilized by the Patrol Division, overtime, at the rate of one and one-half (1-1/2) times the officer's regular hourly salary,

shall be paid for hours in excess of eighty-four (84) hours during the fourteen (14) day scheduled work period. All paid leave time, except sick leave shall be counted towards the eighty-four (84) hours for the purpose of determining entitlement to overtime. Overtime shall be paid at the same time as the regular salary payment for the appropriate pay period. As stated in Article XIII. (Sick Leave), Section A, an Employee who uses sick time will be ineligible for an off-duty assignment such as a road job or security detail, until that employee works a full day with the Township upon returning from sick leave.

B. Compensatory Time

Compensatory time is defined as time off from work granted to a member in lieu of overtime pay. It shall be earned based upon the time earned over the bi-weekly, eighty-four (84) hour work period. Hours worked shall not include other forms of overtime which may be earned under this Agreement, including, but not limited to, time off in-service training.

An officer may earn up to 18 hours of compensatory time per month. The Chief of Police, or his designee, may approve up to an additional 18 hours per month of earned compensatory time. Such approval shall not be reasonably withheld. Request for the use of accrued compensatory time shall be submitted in writing to the Chief of Police no later than ninety-six (96) hours prior to the time the compensatory time is to be taken.

An officer may accrue up to forty-two (42) hours of compensatory time at any time in any calendar year, and only 42 hours of compensatory time may be carried over into the next year but must be utilized before more compensatory time is earned. The officer may not use compensatory time off if the Township would incur overtime to fill the employee's shift or position, or if use of compensatory time results in personnel shortage.

Use of compensatory time will not be approved, where such use would cause need for overtime. In the event of conflict between requests for vacation time and compensatory time, requests for use of vacation time shall be given priority.

Compensatory time may be paid to the officer upon request to and approval by the Township Administrator. Officer will not be paid for any compensatory time over and above the 42-hour limit.

C. **Equalization Of Overtime**

The Chief of Police, or his designee, will create and maintain a mandatory overtime list based on inverse seniority, which will log overtime actually worked and overtime refused.

New hires will be called for mandatory overtime first and will thereafter be placed in their normal rotation on the list. Mandatory overtime will be implemented when necessary and after failure to satisfy staffing requirements through voluntary measures.

Refusal of mandatory overtime may result in disciplinary action.

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

sick time will be ineligible for an off-duty assignment such as a road job or security detail, until that employee works a full day with the Township upon returning from sick leave.

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

D. **Minimum Pay**

If an officer is called in early or is required to stay over the normal scheduled hours assigned, the officer will be paid to the nearest quarter of an hour at time and one-half (1-1/2) his/her regular hourly rate. The officer shall receive approval from his or her shift supervisor and the Patrol Lieutenant or his/ her assigned designee in order for the officer to qualify for overtime within this Article.

ARTICLE XV: SUPPLEMENTARY COMPENSATION

A. **Detectives**

Detectives shall receive a pensionable stipend of \$3,500 as supplementary compensation to be paid, in twelve (12) monthly installments. In addition, Detectives who are required to return to work during any period that is not his/her regularly scheduled hours, shall be paid regular overtime for such work and shall be guaranteed not less than two (2) hours pay, regardless of the amount of time actually worked.

B. **Traffic Officer**

The Traffic Officer shall receive a pensionable stipend of \$3,500 as supplementary compensation to be paid in 12 monthly installments. In addition, the Traffic Officer who is required to return to work during any period that is not his/her regularly scheduled hours, shall be paid regular overtime for such work and shall be guaranteed not less than two (2)

hours pay, regardless of the amount of time actually worked. The Traffic Officer shall be on call twenty-four (24) hours per day 365 days per year. The Traffic Officer shall work four (4) high incidence holidays as determined by the Chief and shall be compensated with a day off from his preceding or succeeding shift. Nothing herein shall restrict the Traffic Officer's ability to utilize vacation, personal, compensatory or sick time. The Traffic Officer will not be on call if he/she is utilizing any of the above earned time off unless by mutual agreement with the Chief.

C. School Resource Officer

Effective January 1, 2014, the School Resource Officer (SRO) pensionable stipend of \$2,500 per year shall be paid to the employee who is assigned by the Chief as SRO. The SRO will work forty-two (42) hours per week during the school year, and in the summer he/she will return to the twelve (12) hour shifts at the Chief of Police's discretion and subject to the provision below.

An employee serving in the SRO Unit shall work a minimum of eighty-four (84) hours on a bi-weekly basis. Shifts worked by employees in the SRO Unit shall be flexible at the discretion of the Chief of Police to permit proper follow-up with the school-related investigations and to address school related issues.

D. Field Training Officer

Effective January 1, 2018, officers who are assigned by the Chief or his/her designee as a Field Training Officer (FTO), with the exception of Sergeants, shall receive \$18 per shift where the officer is conducting his/her FTO duties.

E. The parties agree to the restructuring of the Detectives supplementary compensation to provide for the inclusion in the Detective's base salary in amount sufficient

to permit the computation and accrual of pension benefits parallel to pension benefits received by a uniform officer of similar rank.

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

F. **Vehicles**

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

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

ARTICLE XVI: COURT APPEARANCES

All court appearances by bargaining unit members not occurring during scheduled working hours shall be paid for at a rate of one and one-half (1-1/2) times the hourly rate with a guarantee of two (2) hours.

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

Payments for such appearances will be payable upon request. The Association agrees that prior to December 31 of each year all vouchers for court appearances and

mileage shall be submitted to the Chief. Failure to do so shall constitute an abandonment of said expense.

ARTICLE XVII: PERSONAL LEAVE

Each member of the bargaining unit shall be entitled to five (5) days leave time per calendar year to be utilized for personal business. All personal days shall be credited on January 1 of each year. A personal day shall be granted upon request unless the shift falls short and cannot be filled with an overtime officer. Personal time will not be granted if it causes an 18 hour shift to be filled by an officer of the preceding shift.

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

ARTICLE XVIII: CLOTHING ALLOWANCE

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

A. Clothing Maintenance

All Members shall be supplied with four winter shirts, four summer shirts and four pairs of pants upon being hired. All these items shall be new. Any clothing becoming not presentable shall be replaced in a timely manner at Township's cost and expense. The

article of clothing shall be returned to the department upon receipt of a new product. The Township shall purchase and maintain rechargeable flashlights for each present and future member of the bargaining unit.

B. Badge

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

ARTICLE XIX: BEREAVEMENT LEAVE

In the event of death in the immediate family, an allowance of up to five (5) working days shall be granted. "Immediate family" shall include spouse, husband, wife, civil union partner, child, stepchild, father, mother, father-in-law, mother-in-law, brother, sister or any member of the employee's immediate household.

An allowance of three (3) days shall be granted to attend the funeral of other relatives of the employee.

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

ARTICLE XX: INSURANCE

A. Effective January 1, 2014, all participating employees shall contribute towards health care premiums in accordance with New Jersey Law. Deductions will be made from the employee's regular paycheck on a bi-weekly basis. All officers in the bargaining unit shall receive family health benefits from the various plans currently available to employees and their dependents through the plan in which the Township is currently enrolled, which is the Health Insurance Fund. These include hospitalization, surgical, major medical and a prescription drug plan. The Township shall also offer a high

deductible insurance plan with the Township covering the full deductible cost for the single individual on such plan.

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

B. Life Insurance

All officers in the bargaining unit shall receive group life insurance not to exceed \$15,000. The Township shall have the sole discretion to determine the provider. The Township retains the right to change the life insurance provider at any time and shall notify members of any changes upon the Township receiving such notice as is practical.

C. Funeral Expenses

In the event that an officer is killed, in the line of duty, the Township shall pay a maximum of \$10,000 towards funeral expenses.

ARTICLE XXI: IN - SERVICE TRAINING

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

B. An employee engaged in off-site training for an eight (8) hour class will be credited with working a full day. Travel time will be counted towards the eight (8) hours of training. The employee shall call the Sergeant or Lieutenant on duty to notify them of when the officer leaves for training and when the officer is relieved from the training to verify the eight (8) hours of training. The Sergeant or Lieutenant on duty will determine whether the employee needs to report to work or will be credited with a full working day.

ARTICLE XXII: ESTATE BENEFITS

The parties agree that should an active employed member of Lumberton Police Department, covered under this agreement die, whether the death occurred on duty or off duty, their spouse, domestic partner, children, or estate (as appropriate) will be paid the balance of the member's accrued vacation time, compensatory time, and personal time subject to any statutory limitations. Such payment shall be made within 45-days of the member's death.

ARTICLE XXIII: SHIFTS

A. Each member of the Association shall be assigned a scheduled shift bi-annually during each year of the contract. The schedule shall be posted on December 1 of the prior year and on June 1 prior to the midway point of the year. For purposes of this section the bi-annual dates for shift changes shall be January 1st and July 1st. Approved Vacation and Personal Time will be honored in the event of a shift change midyear, if the officer declared the time period of the Vacation or Personal Time in written Memo to the Chief at the time of the original approval. The Patrol Division Primary schedule hours shall be from 6:00 AM until 6:00 PM (day shift) and 6:00 PM until 6:00 AM (night shift). The Patrol Division will have a two week rotation (14 day rotation), where shifts will be all day shift or all night shift for those two weeks. For purposes of shift changes they will alternate two weeks on day shift, then two weeks on night shift, then back to day shift and so on. In the event of a shift where an officer would be required to stay and cover a portion of an oncoming shift due to that shift falling short of the minimum staffing requirements, with said officer being due back to work the following shift, that officer shall be limited to 4 hours of overtime. By clarification said officer would be allowed to work a 16 hour shift

and have 8 hours off before returning to his/her next shift. Officers being called in similar to the above reference clause shall be subject to the same restrictions.

Members shall not be switched from the schedule except as follows:

1. the power shift officer, who would work from 1:00 PM until 1:00 AM when the Chief deems it necessary and shall not exceed a six (6) month time period in any calendar year (For purposes of this section the first day of each six (6) month period shall be January 1st and July 1st), or
2. If the staffing levels fall below two officers on a shift, the Chief or his designee may switch a member to cover that shift/tour starting with the lowest in seniority from the rotating seniority list. The switch will be from the same rotation/tour first, and in the event that is not possible, from the other rotation/tour. Each member can only be switched once a quarter (three month period). Starting with the next quarter, the rotation starts over and back to the member with the lowest seniority. Any member called to switch with less than 36 hours' notice will be paid the overtime rate. If a member who is next on the list to be switched is unavailable due to a commitment or reasonable matter, he/she can be skipped and the next member in line will be switched. However, the skipped member will be placed next in line on the rotating list for the next switch regardless of the quarter. Any member scheduled off on a holiday that is switched to cover the holiday will be paid at the holiday rate of pay.

B. If an officer switches his or her scheduled shift with another officer, the officers shall not be entitled to the first day of the scheduled day at time and one-half (1-1/2). Furthermore, the switch shall not create overtime.

C. Special Shifts- the Chief of Police may propose special shifts to the Association when he deems it necessary to address proactive and reactive responses to

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

ARTICLE XXIV: BREAKS

Employees shall be afforded up to two (2) hours of break time during each twelve (12) hour shift while the SRO and Detective will have one (1) hour break time per 8/8.5 hour shift subject to the approval and discretion of the Chief or other officer in charge for a particular shift.

ARTICLE XXV: K-9 OFFICERS

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

It is understood that this compensation is not based upon the officer's normal hourly rate as a police officer. As provided in the Fair Labor Standards Act (FLSA) the hourly rate

is lower than the normal rate paid to police officers since the work being performed during the overtime period is related to the care of the police dog, not normal law enforcement duties. Since the exact numbers of overtime hours spent on the care of the dog are difficult to maintain, this supplementary compensation is intended to more than compensate the officer for the number of additional hours necessary for the care of the police dog assigned to him/her based upon an hourly rate appropriate for this work. In addition, K-9 Officers who are required to return to work during any period that is not his/her regularly scheduled hours, shall be paid regular overtime for such work and shall be guaranteed not less than two (2) hours pay, regardless of the amount of time actually worked.

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

ARTICLE XXVI: OFF DUTY EMPLOYMENT

All Off Duty jobs shall be paid in accordance with New Jersey and Federal Laws.

Members are to be paid \$85.00 per member, per hour for any off-duty employment details. If the off-duty employment is more than eight (8) hours in one day, on any holiday or weekend, or less than 24 hours' notice for any "emergent" assignment, members are to be paid \$105.00 per member, per hour. Members are to be paid a minimum of four (4) hours for any off-duty assignment

ARTICLE XXVII: MODIFICATION

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

ARTICLE XXVIII: FULLY BARGAIN PROVISIONS

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

ARTICLE XXIX: SEVERABILITY AND SAVINGS CLAUSE

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

ARTICLE XXX: SAVINGS CLAUSE

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

ARTICLE XXXI: DURATION OF AGREEMENT

A. This agreement shall be in effect retroactively from January 1, 2023 to December 31, 2026. This agreement replaces the prior collective bargaining agreement which expired on December 31, 2022. The subject agreement shall determine the rights and

responsibilities of the parties for the agreement by and between the parties from January 1, 2023 to December 31, 2026. If the parties have not executed a successor agreement by December 31, 2026, then the terms of this Agreement shall continue in full force and effect until a successor agreement is executed.

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

Attest: Township of Lumberton

By: 
Bobbie Quinn, Township Clerk


Terrance Benson, Mayor

Lumberton Township Police
Officers Association, FOP Lodge #201

By: 
Witness: Michael Morabito, Treasurer


Aaron Roselli President

Appendix A

	2023	2024	2025	2026
Academy	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
Step 1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Step 2	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00
Step 3	\$ 61,000.00	\$ 61,000.00	\$ 61,000.00	\$ 61,000.00
Step 4	\$ 66,500.00	\$ 66,500.00	\$ 66,500.00	\$ 66,500.00
Step 5	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00
Step 6	\$ 77,500.00	\$ 77,500.00	\$ 77,500.00	\$ 77,500.00
Step 7	\$ 83,000.00	\$ 83,000.00	\$ 83,000.00	\$ 83,000.00
Step 8	\$ 88,500.00	\$ 88,500.00	\$ 88,500.00	\$ 88,500.00
Step 9	\$ 94,000.00	\$ 94,000.00	\$ 94,000.00	\$ 94,000.00
Step 10	\$ 99,500.00	\$ 99,500.00	\$ 99,500.00	\$ 99,500.00
Step 11	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00
Step 12	\$ 110,500.00	\$ 110,500.00	\$ 110,500.00	\$ 110,500.00

Step 1 is Effective upon issuance of PTC Certification.

The shift differential has been rolled into salary, as reflected in the numbers above.

<u>Last Name</u>	<u>First Name</u>	<u>Title</u>	<u>Hire Date</u>	<u>2023 Step</u>
Deguzman	Isiah	Police Officer	06/23/22	1
Foglia	Philip	Police Officer/K-9	07/25/19	4
Jones	Charles	Police Officer	10/21/21	3
Moraglia	Michael	Detective	08/28/18	5
Pascal	Christian	Police Officer	10/15/20	4
Pearson	Timothy	Police Officer/FTO	05/25/15	7
Petner	Stephen	Police Officer/FTO	06/22/16	7
Roselli	Aaron	Detective/K-9	06/05/18	7
Saulle	Christy	Police Officer	08/28/18	5
Simboli	Justin	Police Officer	06/23/22	1
Simpson	Andrew	Police Officer	08/20/20	4
Solovey	Stephen	Police Officer	04/01/21	4
Tenner	Kenneth	Police Officer/FTO	09/17/14	8