

EMPLOYMENT AGREEMENT BETWEEN

THE TOWNSHIP OF LAWRENCE

AND

FRATERNAL ORDER OF POLICE

LODGE #209

(Superior Officers)

January 1, 2016 to December 31, 2018

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PREAMBLE

THIS AGREEMENT, made and entered into on this 15th day of July, 2016, 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 – SUPERIOR OFFICERS FRATERNAL ORDER OF POLICE** (hereinafter referred to as the **FOP**) represents the complete and final understanding on all bargainable issues between the TOWNSHIP and the FOP and is designed to maintain and promote a harmonious relationship between the TOWNSHIP and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT

Section 1.1

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

Section 1.2

The bargaining unit shall consist of all employees 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, Patrolmen, Detectives and any confidential employees and all other employees 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 FOP Lodge 209 shall receive salary and benefits less than those provided to the general membership and listed in the contract.

Section 1.4

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

ARTICLE II
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 FOP 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 FOP other than authorized representatives of FOP Lodge 209 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

Employees of the TOWNSHIP, whom the FOP 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.

TWP: JD FOP: BIM

ARTICLE III
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 of the FOP selected as State FOP Trustee and FOP President to attend any State, National and Mini Convention of the New Jersey Fraternal Order of Police.

(b) The TOWNSHIP further agrees to grant the necessary time off without loss of pay to the member of the FOP selected as a State FOP Trustee in order to enable said delegate to attend all monthly and special meetings of the State FOP and to attend to such other State FOP 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 New Jersey Fraternal Order of Police, 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.

TWP:  FOP: Bm

(f) The TOWNSHIP agrees to pay up to fifteen hundred dollars (\$1,500) for the total costs of the FOP President and the State Delegate incurred while attending the New Jersey State FOP Convention or FOP 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 FOP the necessary time off to attend the yearly State or National FOP 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 FOP member elected to the position of an executive officer in the New Jersey State FOP 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 FOP is sent to the TOWNSHIP prior to each period worked.

(h) Subject to available manpower and advance approval, the FOP President, Vice President and State Trustee may be permitted to attend FOP Mini-Conventions and to attend negotiation seminars lasting one (1) to two (2) days. Only two (2) of the three (3) named FOP officers will be permitted to attend FOP 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 of the FOP to attend Monthly State meetings. The President of the FOP shall also be given ninety-six (96) hours to conduct and attend to FOP business.

Section 3.2

(a) The FOP President or other FOP officials shall have reasonable time off during working hours to type letters, make telephone calls and conduct union business without loss of pay. FOP officials shall also be permitted to utilize a secure office for FOP officials only, a desk, telephone and typewriter and/or computer to conduct union business, which shall be located in the locker room area. The cost of all equipment, maintenance, installation and internet access shall be the responsibility of the FOP. The computer must have a direct line and may not be

TWP: 1 FOP: Bm

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, employees who are the subject of a grievance or potential grievance shall likewise have reasonable time off without loss of pay during working hours to confer with the President or his authorized representative, upon approval by the shift supervisor.

(c) The TOWNSHIP shall supply the FOP 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 IV
DISCRIMINATION AND COERCION

Section 4.1

There shall be no discrimination, interference, or coercion by the TOWNSHIP or any of its agents against the employees of the Lawrence Township Police Department represented by the FOP because of membership or activity in the FOP. Neither the TOWNSHIP nor the FOP shall discriminate against any employee because of race, creed, color, gender, sexual orientation or national origin. The FOP shall not intimidate or coerce employees into membership.

TWP: 

FOP: Bme

ARTICLE V
SICK LEAVE

Section 5.1

Service Credit for Sick Leave

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

(b) Sick leave may be utilized by employees in accordance with NJSA 4A:6-1.3g

(c) The Family and Medical Leave Act of 1993 and/or The New Jersey Family Leave Act provisions will govern as applicable

Section 5.2

Amount of Sick Leave

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

(b) A full time employee 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 child care 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 employee's credit from year to year to be used if and 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 an employee is absent for reasons that entitle him/her to sick leave, pursuant to Section 5.1 of this Agreement, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(b) Failure to so notify his/her 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) An employee 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) An employee 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 employer, 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 an employee 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 an employee who has been absent because of personal illness, as a condition of his/her 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 employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of the other employees. This examination is to be performed by a medical doctor licensed under New Jersey law. The superior officer 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 employee working an authorized off-duty/extra-duty assignment shall be treated as an on-duty employee 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 employee 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

There is in existence a Light Duty General Order Number 2.09 authorized by the Chief of Police that is adhered to.

ARTICLE VI
SEVERANCE PAY

Section 6.1

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

Upon retirement, police officers 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 his/her 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 employee hired on or after March 1, 2016, that employee 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 employee shall be paid for any accumulated sick time if the employee terminates their employment for any reason other than retirement.

ARTICLE VII
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 to this Agreement involving schedules.

(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 officers in hours.

Section 7.2

Maximum number of officers permitted on leave:

(a) The maximum number of officers permitted off on a specific shift for various leave is up to a maximum of two (2) officers 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 officer 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 officers 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

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

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

(c) In order to resolve potentially conflicting realities, the TOWNSHIP and the FOP agree that meal breaks are subject to the provisions of General Order #6.03, Issued by the Chief of Police dated January 8, 2013. This General Order details the procedures applicable to a superior officer's daily meal breaks in order to ensure that all officers receive their meal breaks.

(d) The FOP and the TOWNSHIP agree that in the event a superior officer does not receive his/her meal break for any given shift, that officer shall be compensated for the applicable meal break time at the superior officer's straight time hourly pay rate of pay. This

additional payment is intended to compensate the superior officer for having missed his/her 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 efforts to provide the full meal break to superior officers.

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

(f) The FOP and the TOWNSHIP agree that Section (e) does not authorize the TOWNSHIP to reduce superior officers' to less than the specified meal break in the Contract and the aforementioned General Order. The TOWNSHIP agrees to make every reasonable effort to afford superior officers their meal break and to allow that meal break at their assigned time.

(g) Superior officers 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 FOP or the officer is not satisfied with the response, either the FOP and/or superior officer may file a grievance alleging that the superior officer did not receive his/her full meal break, and/or were not compensated for it if they missed their entire meal break.

(h) Both the FOP and the TOWNSHIP will monitor the efforts to provide meal breaks for superior officers as outlined above. In the event that the FOP believes that the TOWNSHIP has not complied with the contract or the General Order on meal breaks issued by the Chief of Police, the FOP 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 FOP may allege, among other violations, the TOWNSHIP has required superior officers to take meal

breaks of less than their assigned meal breaks without good cause. In the event of such an allegation, the fact the FOP has agreed that superior officers only be compensated if they miss their entire assigned meal break, shall not be used as evidence against the FOP and/or as an admission by the FOP that the Contract is violated only if superior officers are denied their entire assigned meal break.

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

Section 7.5

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 any and 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 employees working during the emergency.

Section 7.6

(a) Whenever a laid-off or retired member of the Department of Public Safety, Division of Police, as part of his/her 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 police officer's services as a Lawrence Township police officer, then the laid-off or retired police officer 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 officer

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 receiving unemployment compensation.

(b) Whenever an active member of the Department of Public Safety, Division of Police, as part of his/her sworn duties shall be required by order of Subpoena to appear before a Grand Jury, or Municipal, or State, or any Federal Court proceeding, or in a job-related court matter, the time spent shall be considered an assignment to, and performance of his/her regular duty. Said time shall include all actual time spent away from headquarters, including travel to and return from, as well as actual time in court. This time shall not be less than four (4) hours and shall be included as part of his/her hours of employment for that pay period. The minimum overtime payment for court appearances shall be no less than the four-hour minimum, regardless of the actual time spent in court.

Section 7.7

Whenever a member of the Department of Public Safety, Division of Police, as part of his/her duties, shall be required to remain after his/her 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 his/her hours of employment for that pay period.

When a Superior Officer of the Department of Public Safety, Division of Police is required to attend a meeting of any group that does not occur during the normal work schedule or shift of said officer he/she may divide their work schedule for the day of that meeting. The officer, with the approval of the Chief of Police, may divide their hours worked between the execution of their regular assignment and hours to be attributed to the required attendance at a meeting as a representative of the Department. The total of the divided hours will equal the same number of hours required for a complete shift of the assigned officer.

Section 7.8

Whenever a member of the Department of Public Safety, Division of Police, as part of his/her duties, is summoned to return or report to duty, including special duty assignments, other than for his/her 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 his/her hours of employment for that pay period.

Section 7.9

(a) Whenever a member of the Department of Public Safety, Division of Police, as part of his/her duties, is assigned and designated as a canine handler, then such officer shall be entitled to compensation for the off-duty care and sustenance of the canine that is assigned to that officer, 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 officer shall be paid three thousand dollars (\$3,000.00) per year, pro rata, in addition to his/her 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 officer, so that the officer 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 officer 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, than 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 ($1\frac{1}{2}$) of his/her regular pay rate for each hour worked. There shall be no minimum overtime earnings.

ARTICLE VIII
COMPENSATION FOR OVERTIME

Section 8.1

(a) Whenever any member of the Department of Public Safety, Division of Police, 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 his/her regular pay rate.

(b) For each overtime hour worked by an employee, he/she shall have the choice of TTO time off or cash compensation. The use of TTO and CTO is to be compliant with the spirit of the Collective Bargaining Agreement (CBA) and Federal Labor Standards Act (FLSA). A superior officer may, with a seventy-two (72) hour minimum notice, request TTO or CTO off. Requests can be presented not more than thirty (30) days in advance. The Police Administration shall within forty-eight (48) hours of the filing of the request approve or deny such request. Once a request is granted it shall not be withdrawn. The Police Administration shall not deny the request solely on the basis of overtime. If a denial is given it shall have the rationale for the denial which may include overtime if no one is available to take the overtime and no rescheduling is possible due to CBA time limitations. No more than two individuals on the same shift shall be granted TTO or CTO. This does not include individuals on vacation or personal leave or if an individual calls in sick. The seventy-two (72) hour minimum notification request may be waived if manpower is in excess of the minimum staffing level.

(c) If an officer 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 officers requesting leave time and the Township in providing public safety. However, an officer 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 officer

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 an individual has requested and is on personal leave the officer is not available for any overtime assignments during his/her 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 his/her normally scheduled shift or for good of public safety.

(e) CTO scheduling shall be made in accordance with Section 8.1 (b), but in any event, said time must be taken not later than the close of the calendar year next following the year in which the right to such compensatory time accrued. Any employee may carry over up to one hundred (100) hours of CTO time into the next calendar year. Any CTO over one hundred (100) hours will be paid at the current wage rate.

(f) Any CTO accumulated prior to January 1, 2000, shall be paid at the wage rate effective January 1, 2000. Thereafter, should employee cash in his/her compensatory time or be required to be paid for compensatory time because he/she has accumulated in excess of one hundred (100) hours, he/she shall be paid at the accrued rate of pay.

(g) An employee may request to cash in compensatory time provided he/she gives twenty (20) days' notice to the Finance Department. The TOWNSHIP shall pay the officer on the first pay day after the notice period.

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

Section 8.2

No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by his/her 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

Whenever a member of the Department of Public Safety, Division of Police, as part of his/her sworn duties shall be required by order of Subpoena to appear before a Grand Jury, or Municipal, or State, or any Federal Court proceeding, or in a job-related court matter, the time spent shall be considered an assignment to, and performance of his/her regular duty. Said time shall include all actual time spent away from headquarters, including travel to and return from, as well as actual time in court. This time shall not be less than four (4) hours and shall be included as part of his/her hours of employment for that pay period. The minimum overtime payment for court appearances shall be no less than the four-hour minimum, regardless of the actual time spent in court."

ARTICLE IX

WAGES

Section 9.1

(a) The wages of employees covered by this Agreement shall be as set forth on Appendix "A."

ARTICLE X
JOB CLASSIFICATION DIFFERENTIAL

Section 10.1

When a member of the FOP is assigned by the Chief of Police, in writing, in an acting capacity to perform work of a higher rank, the employee 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 his/her tour in that higher rank.

ARTICLE XI
DUES DEDUCTIONS

Section 11.1

The TOWNSHIP shall, upon receipt of written authorization from a member of the FOP, deduct the regular monthly dues of such member from his/her pay and remit such deduction by the succeeding month to the official designated by the FOP to receive such deductions. The FOP will notify the TOWNSHIP in writing of the exact amount of such regular membership dues to be deducted. The authorization shall remain in effect during the life of this Agreement. The FOP 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

An employee in the bargaining unit on the effective date of this Agreement who does not join the union within ninety (90) calendar days thereafter, any new employee 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 employees in this unit.

ARTICLE XII
HOLIDAYS AND SNOW DAYS

Section 12.1

(a) The following holidays shall be authorized:

1	New Year's Day	8	Labor Day
2	Martin Luther King Day	9	Columbus Day
3	Lincoln's Birthday	10	General Election
4	President's Day	11	Veterans' Day
5	Good Friday	12	Thanksgiving Day
6	Memorial Day	13	Day after Thanksgiving
7	Independence Day	14	Christmas Day

(b) All employees of the Department of Public Safety, Division of Police, who do not receive the above holidays off on the designated date, as such, the above listed holidays shall be grouped together and given off as "Holiday Leave" each calendar year.

(c) The request for use of Holiday Leave shall be by Departmental policy by rank and then by order of seniority within rank within the police department. The request shall not be unreasonably denied.

Section 12.2

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

Section 12.3

Employees of the Department of Public Safety, Division of Police, that have reported for duty for their assigned shift and remain on the assigned shift for the entire scheduled duration, shall be given credit for a full shift and shall receive time off in a manner commensurate with other TOWNSHIP employees for snow days. Any employee working on any shift on that calendar day shall receive compensation for the snow day in a manner commensurate with other TOWNSHIP employees.

ARTICLE XIII
FUNERAL LEAVE OF ABSENCE

Section 13.1

(a) In the event of the death of a member of the immediate family of any employee 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 employee, said employee shall be excused for a period not to exceed four (4) consecutive tour days for bereavement purposes, including day of funeral.

(b) Any employee 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 his/her vacation, sick or personal days.

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

(d) In the event an officer 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 employee'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 employee's estate.

ARTICLE XIV

PENSIONS

Section 14.1

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

ARTICLE XV

VACATIONS

Section 15.1

Officers 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

Officers 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 employee 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 an employee shall be by seniority. The Chief of Police reserves the right to assign any employee 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 an employee with more than five (5) years of service with the Department is placed on a shift other than his/her first selection, the Chief of Police shall, upon request, provide a reasonable explanation of need demonstrating that no other employee 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 employee according to rank and then by order of seniority within rank within the Police Department 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 4:1-17.11. An employee who has scheduled vacation canceled by the TOWNSHIP because of pressure of work will be allowed to take that vacation period at any time during the following year, and at a time the employee chooses.

If the employer and employee cannot agree on when the time is to be taken, the employee 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) Employees 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.

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

(b) Employees 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 officer, by seniority within his/her designated group pick shall select his/her remaining vacation/holiday leave in any "work week" he/she chooses.

12 HOUR WORK SCHEDULE

(c) During the first round of vacation leave selection, employees shall choose by rank and then by seniority within his/her platoon or squad as designated in Section 15.3, six (6) distinct vacation calendar weeks off, of which up to two (2) vacation calendar weeks may be during the designated summer months of each calendar year, with the other four (4) vacation calendar weeks during the designated winter months of each calendar year. Employees may not select a total of vacation calendar weeks that exceed the total annual leave available to the employee.

After the first round selection, each employee's remaining leave time will be re-calculated due to employees selecting different ratios of 24 hour and 60 hour vacation calendar weeks. Each employee, by rank then by seniority within his/her platoon or squad as designated in Section 15.3, shall then select his/her remaining vacation/holiday time in any open vacation calendar week he/she chooses.

After the second round selection, employees will have the opportunity by rank then by seniority within his/her platoon or squad as designated in Section 15.3, to change any vacation calendar week to an available vacation calendar week, so long as the employee has enough leave time to take the available vacation calendar week. This will be done by filing a memorandum of request to the Chief of Police.

After an employee makes his/her leave selection if the employee has less than 36 hours of Vacation leave left, this time will be "Flex Time". An employee may only vacate Vacation leave to get up to 36 hours of "Flex Time".

If an employee selects a 24 hour vacation calendar week off, he/she must take both days off. If an employee selects a 60 hour vacation calendar week off, he/she must take all 5 days off. The only exception is if the employee vacates a day(s) to use it as "Flex Time".

If, after an employee selects his/her annual leave, the employee has less than 36 hours of "Flex Time" the employee may only vacate a day to get up to 36 hours of "Flex Time". If by vacating a day the employee goes over 36 hours of "Flex Time", the day may not be vacated.

If, after an employee selects his/her annual leave, the employee has more than 36 hours of "Flex Time" the employee may not vacate any additional days.

Employees shall use any residual Vacation Leave from the previous year as the first Vacation Leave of the current year.

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

(ii) If an officer desires to switch with another individual a week that has been picked during the initial vacation pick process, that individual must have every individual 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 officer wish to switch a single vacation day by mutual consent it is acceptable with the proper notification.

(e) A superior officer 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 superior officer 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.

(f) Any excess holiday leave or vacation leave will be given off during any time of the year that is mutually agreeable between said employee and the Chief of Police. The superior officer 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 XVI

LONGEVITY

Section 16.1

(a) Each employee covered by this Agreement, shall in addition to his/her 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 an officer shall not be adjusted beyond the longevity amount being received as of December 31, 2012, except for a Cost of Living Adjustment identical to the Cost of Living Adjustment to wages within the Collective Bargaining Agreement. Longevity shall be pensionable and included as part of the employee's regular pay. Officers 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, but said amount will be adjusted by the identical Cost of Living Adjustment to wages within the Collective Bargaining Agreement.. Longevity shall be pensionable and included as part of the employee'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 officer hired on or after January 1, 2013 according to New Jersey Civil Service regulations shall not be entitled to longevity pay.

ARTICLE XVII
UNIFORM ALLOWANCE

Section 17.1

Uniform Officer

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 Officer

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

(b) The officers (employees) referred to in Section 17.2(a) above shall not be required to carry a full complement of uniforms. Should any employee be placed back into the uniform section of the Division of Police, then the TOWNSHIP agrees to purchase his/her uniform quota up to department requirements, and the TOWNSHIP agrees to adjust said employee'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 employee so covered. Effective January 1, 1981, the possession of a dress uniform is no longer required.

ARTICLE XVIII
HOSPITAL AND MEDICAL INSURANCE

Section 18.1

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

(b) The TOWNSHIP is presently a participant in the New Jersey State Health Benefits Plan ("SHBP"). The TOWNSHIP may not force employees into particular plans within the SHBP absent negotiations with and the consent of the FOP, 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 FOP and to provide the FOP 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) Effective in the first pay of January 2013, all superior officers 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 superior officers 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 superior officer 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) The TOWNSHIP shall not be obligated to pay or reimburse Medicare Part B premiums, Medicare Part D Premiums and prescription reimbursements for superior officers that are hired on or after January 1, 2013.

(f) If upon retirement a superior officer 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 superior officer would have otherwise been eligible to receive said health benefits. If during the "buy back" period the superior officer can no longer waive coverage due to an event that meets the requirements of reinstatement of coverage, the superior officer 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 employee and his/her family as provided by the SHBP. Employees 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 officer 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 employee's choice for each employee covered by this Agreement in an amount

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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 employee 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 employee 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 officer 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 employee and his/her family (at his/her option), the cost of which shall be shared equally between the TOWNSHIP and the employee. 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 XIX
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 employees who were hired after June 28, 2011 shall receive health benefits as described herein commencing from ten (10) years from the date of retirement.

The FOP acknowledges that pursuant to P.L. 2011, Chapter 78 ("Chapter 78"), any employee 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 employee 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 employee 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.

Employees 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 employees 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 any Medicare Part B premiums, Medicare Part D Premium and prescription reimbursements for police officers that are hired after January 1, 2013.

ARTICLE XX
COLLEGE INCENTIVE COMPENSATION

Section 20.1

(a) Each employee of the Department of Public Safety, Division of Police, 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 employee of the Department of Public Safety, Division of Police, 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 XXI
GRIEVANCE PROCEDURE

Section 21.1

In the event that any difference or dispute should arise between the TOWNSHIP and the FOP, 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 an employee), 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 of federal holiday."

The following procedure shall be followed:

Step #1

The matter first shall be discussed orally with the employee's immediate supervisor and the FOP 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 employee's immediate supervisor, it shall be presented in writing to the FOP 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 FOP Grievance Committee, exclusive of Saturday and Sunday.

Step #3

If the grievance is not resolved at Steps #1 and #2, the FOP shall present the grievance in writing to the TOWNSHIP 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 FOP. The TOWNSHIP 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 employees covered by this Agreement, the parties agree that all such grievances will automatically begin at Step #3 (TOWNSHIP Manager), thereby skipping Steps #1 and #2 of the Grievance Procedure in such cases.

Section 21.3

Nothing herein shall prevent any employee from processing his/her grievance, provided the Grievance Committee may be present.

Section 21.4

Nothing herein contained shall limit the rights of the employee(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 FOP 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 FOP and its attorney, in an earnest effort to adjust the differences between the parties.

ARTICLE XXII
STRIKES AND OTHER JOB ACTION

Section 22.1

The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the TOWNSHIP, and employees 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 bargaining unit and the superior officers covered by this Agreement agree that during the term of this Agreement neither the bargaining unit nor any member of the bargaining units organization, or any individual or group of members of the bargaining unit, 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 bargaining unit agrees that any such action shall constitute a material breach of this Agreement on the part of the bargaining unit, its members and members of the bargaining unit.

ARTICLE XXIII
TOURS OF DUTY

Section 23.1

(a) The normal tour of duty for the employees working the 40 Hour Work Schedule shall continue as they are currently in effect with bimonthly reporting times, based on odd and even reporting times, accordingly assigned by the Chief of Police on the posted employee 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. Officers 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 work days 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)

Employees who work the 12 hour work schedule may receive up to three (3) additional leave days, which shall be known as "Training Time Off" or TTO. In return, employees shall agree to return to work up to four (4) separate regular days off (RDO) during the calendar year for training purposes only. The employees shall work these TTO with no overtime compensation. TTO days shall be nine (9) hours in length. Employees shall receive two (2) weeks' notice prior to the scheduled reporting time. The Chief of Police agrees to allow eight (8) hours to lapse from the end of the employee's last tour, for the employee to rest, before scheduling him/her to return on his/her RDO for training. The TTO days may be picked by each employee at a time mutually agreeable between the employee and the Chief of Police in conjunction with collective bargaining agreement.

TTO shall be used within the calendar year and cannot be carried over to the following calendar year. Employees who do not use the TTO days within the calendar year shall not be paid for days not taken.

(b) Under normal working conditions, an employee will be notified three (3) days before any change in his/her 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 superior officer, he/she 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 his/her previously scheduled tour of duty would have terminated.

(c) The superior officer 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.

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

(e) In the event of an emergency, an officer will be entitled to at least eight (8) hours off between the last hour worked under his/her previous work schedule and the first hour worked under any change in his/her work schedule made under this section. Any officer, who has to report to duty with less than eight (8) hours off, shall be paid four (4) hours overtime, notwithstanding that the officer received at least three (3) days' notice before the change in his/her work schedule.

ARTICLE XXIV
MANAGEMENT OF TOWNSHIP AFFAIRS

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 employees.

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

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

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.

(a) 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 officers covered under this Agreement, the TOWNSHIP shall provide the FOP 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 XXV
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 XXVI
PERSONAL DAYS

Section 26.1

Personal days shall be taken off during any shift and without specific cause or reason, provided an employee 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 covered employees shall be entitled to twenty-four (24) hours of personal time granted each calendar year.

(b) Personal days are to have NO CASH value and cannot be carried over into the succeeding year.

(c) Superior officers 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 XXVII
FALSE ARREST INSURANCE

Section 27.1

(a) The TOWNSHIP shall purchase and maintain insurance coverage on behalf of each employee of the Department of Public Safety, Division of Police, against any expenses incurred in any proceeding and any liabilities asserted against said employees 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 employee. Additionally, such insurance coverage shall include protection from and indemnification of any damages of a punitive nature sought and/or awarded against said employee(s). This insurance contract coverage shall be approved by the TOWNSHIP and the FOP. A copy of the false arrest 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 FOP 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 employee from any claim made against him or her seeking to impose personal liability as aforementioned in sub-paragraphs (a) and (b) above, which shall include all costs and attorney's fees. A superior officer involved or named in a civil action or criminal action evolving from the course of his/her employment shall have the right to choose his/her 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 officer.

ARTICLE XXVIII
PROPERTY DAMAGE

Section 28.1

(a) Any damage to an employee's uniform, clothing or other personal possessions, including his/her 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 officers with a vehicle in which to go to court appearances, schooling and in-service training. If an employee chooses to use his/her own auto, the TOWNSHIP is to compensate said employee at the rate currently paid for reimbursement equal to the rate paid other Lawrence Township municipal employees at the time of travel. The TOWNSHIP is to cover the employee and his/her auto under TOWNSHIP insurance policies for damages sustained, either in an accident or otherwise, if said damages are not the fault of the employee.

ARTICLE XXIX
FUNERAL DETAILS

Section 29.1

There is no restriction on the number of "off-duty" superior officers who wish to participate in a funeral detail for superior officers killed in the line of duty within the Tri-State area. There shall be no compensation given to any superior officer attending or participating in the Line of Duty funeral/service. One or possibly two "on-duty" officers may be permitted to attend if it does not bring the total number of superior officers below the minimum staffing levels as established by the Chief of Police and does not incur overtime. The Chief of Police has the right to limit the time and distance that "on-duty" superior officers may travel on a case by case basis. Off-duty superior officers are limited to the tri-state area of NY-NJ-PA. It is also understood that if more than two total superior officers wish to attend they would be permitted to utilize an additional police vehicle with the approval of the Chief of Police.

ARTICLE XXX

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 employee 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 an employee for worker's compensation shall be reduced by the amount of worker's compensation paid under the New Jersey Workmen's 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 payment terminate, whichever is sooner. Any employee covered by this leave will receive no more than his normal weekly salary payment.

TWP: *Q* FOP: *BM*

ARTICLE XXXI
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 his/her official capacity as a law enforcement officer, no law enforcement officer shall be prohibited from engaging in political activity, provided his/her 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 superior officer 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 FOP recognize and acknowledge that all investigations of complaints dealing with the action or in-action of a superior officer 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 superior 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 employee 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 an 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 his/her counsel or any other one person of his/her choice at any interrogation in connection with the investigation.
- b. The superior 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 employee concerned 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 superior 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 superior 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 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 an superior officer's personnel file all papers, files, reports, notes and copies thereof relating to an investigation of a superior officer when the investigation does not result in any disciplinary action or when the superior officer is exonerated. These items, if retained, shall be maintained separate and apart from the personnel file. The superior officer may, on proper notice, inspect these materials at the discretion of the Chief of Police.

5. No superior officer shall be required to disclose, for the purpose of promotion or assignment, any information concerning his/her property, income, assets, debts or expenditures or those of any member of such officer's household, except where such information relates directly to the superior officer's assignment or duties. No superior officer 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 superior officer of his/her rights under this Bill of Rights.

ARTICLE XXXII
RADIOS AND TELEVISION SETS

Section 32.1

All future police vehicles will be supplied with AM/FM radios and the FOP 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 XXXIII
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. Effected employees shall each be compensated three thousand dollars (\$3,000) 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 employee. The employee 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 employee's regularly scheduled evening shift (D-5).

Section 33.2

If for some reason, an employee is unable to perform his/her 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 employee who is able to perform their specific on-call duty responsibilities, will continue receiving the full on-call compensation. This employee will be required to "make-up" the on-call time at a later time when he/she returns to normal duty status.

Section 33.3

An employee who incurred additional on-call responsibilities due to another employee's absence will receive relief from his/her future on-call responsibilities in an equitable fashion (tour for tour). This shall occur at a period of time after the absent employee returns to normal duty status. The affected employees 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 an employee 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 employee at any future time, then the employee will be compensated with four (4) hours of straight CTO for each additional on-call tour week. This Section shall only apply if the absent employee never returns to his/her 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

An employee shall be provided with a minimum of seventy-two (72) hours' notice prior to the date of any change to his/her on-call coverage assignment.

ARTICLE XXXIV
STAND-BY STATUS IN CRIMINAL AND JUVENILE CASES

Section 34.1

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

ARTICLE XXXV
SAFETY COMMITTEE

Section 35.1

A standing safety committee shall be formed with representatives from the patrol officers, the police administration and the TOWNSHIP administration which shall confer regularly in the areas of modifications of rules and regulations, maintaining safety and equipment and working conditions. Members of the FOP may make recommendations with regard to the aforementioned areas prior to formal adoption. Any changes effectuated by said Committee shall be made known to the FOP as soon as practicable.

ARTICLE XXXVI
SURVIVOR'S BENEFIT CLAUSE

Section 36.1

In the event of the death of an employee, whether on or off-duty, his/her survivors will be paid for the employee'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 employee's survivor(s) within thirty (30) days, but in no event later than sixty (60) days from the date of death of said employee.

ARTICLE XXXVII
CRITICAL INCIDENT

Section 37.1

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

1. The officer should receive any medical care immediately necessary.
2. The officer 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 officers 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 officers from the date of the incident. At the end of the ten (10) days, the TOWNSHIP and FOP officers should meet and determine the need to continue said treatment to the employees involved.

ARTICLE XXXVIII
PERFECT ATTENDANCE

Section 38.1

Any employee hired on or after March 1, 2016, who attains a perfect attendance record in any one (1) calendar year, will receive two hundred dollars (\$200.00) awarded in a lump sum payment during February of the following year. The attendance record will be considered perfect if the only absences are due to injury or disability incurred while on duty.

ARTICLE XXXIX
MILITARY LEAVE

Section 39.1

Any employee who is a member of the National Guard or Organized Reserve shall be entitled to a leave of absence pursuant to Federal and State laws. The TOWNSHIP agrees that an employee 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 employee. If the military duties are scheduled on the employee's regular annual vacation leave, the employee shall select another vacation leave period of his/her choosing.

ARTICLE XL
PERSONNEL FILE

Section 40.1

Employees 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 employee may submit rebuttal material as desired. However, the employee may not have access to the background investigation reports. This review shall be done during normal business hours.

Section 40.2

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

Section 40.3

The TOWNSHIP shall not allow anyone, with the exception of the TOWNSHIP 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 employee's personnel file which is kept by Division of Police of TOWNSHIP.

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 XLI
ESTATE BENEFIT

Section 41.1

All hospitalization and major medical insurance coverage and other employee 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 superior officers killed in the line of duty. Upon remarriage, the surviving spouse would no longer be entitled to such coverage.

ARTICLE XLII

TRAINING

Section 42.1

Employees 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 bargaining unit 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 officer attending the training course and other officers that may be called upon to work in place of the attending officer; 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

Employees attending any training schools and seminars shall be compensated with full pay and benefits. When attending any training school or seminar on his/her RDO, said employee 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 employee for his/her lodging and meal expense. Said reimbursement shall be made to the employee 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 officer shall not ask for and TOWNSHIP will not pay overtime for overnight attendance.

Section 42.5

All interested officers 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	Handgun 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.

ARTICLE XLIII
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 officers 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 superior officer one hundred (100) rounds of service ammunition per man, 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 superior officers 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 employee.

ARTICLE XLIV
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 FOP and TOWNSHIP that a change in the work schedule is desirable or necessary.

Section 44.2

The Committee shall consist of FOP President, or his designee, and two (2) FOP members selected by the FOP 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 FOP Committee member is working, said employees 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 contract.

ARTICLE XLV
DURATION OF AGREEMENT

Section 45.1

(a) This Agreement shall be effective from January 1, 2016 and continue in full force and effect until December 31, 2018 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

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- A. Effective January 1, 2016 base salaries for all covered employees as reflected in the Step Schedule below shall be increased by 1.85%.
- B. Effective January 1, 2017 base salaries for all covered employees will be in accordance with the Step Schedule below and shall be increased 1.85%.
- C. Effective January 1, 2018 base salaries for all covered employees will be in accordance with the Step Schedule below and shall be increased by 1.85%.

For Employees Hired On or Before June 30, 2010:

Title	2016	2017	2018
	1.85%	1.85%	1.85%
Sergeant	121,412	123,658	125,946
Lieutenants	135,983	138,499	141,061
Captain	152,299	155,117	157,986

11/1/18 Brian Caloria
11/7/18 Brian Caloria

No changes to the existing salary guide; continued movement on all steps.

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.

TWF: 

FOP: 

APPENDIX B-2

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

Pension Allowance or 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. Work day(s) as listed in the current employment Agreement shall refer to the normally scheduled work day for an employee 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 FOP.
 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 FOP Lodge 209 and the TOWNSHIP for those assigned to a 12 hour work schedule.

For those employees 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 superior officer working an eight (8) hour workday.

For those employees 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 superior officer working a ten (10) hour workday.

6. Tour day shall mean any twelve (12) hour, ten (10) hour, or eight (8) hour period that an employee 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 FOP Lodge 209 and the TOWNSHIP.
8. Excess time worked shall be the extra four (4) hour period in a tour week when an employee 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 employee 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 FOP Lodge 209 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 employee 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 employee 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 employee is given vacation, personal, flex, bereavement, or holiday time as excused from duty or off duty time.
13. Regular pay rate is a superior officer'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. Work Day(s) as listed in the current employee agreement shall refer to the normally scheduled work day for an employee.
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).
 - a) Vacation calendar week shall mean any week from Friday at 0001 Hours through Thursday at 2400 Hours. Depending on an employee's schedule, he/she may be scheduled to work 24 hours or 60 hours in a vacation calendar week.
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 an employee 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 employee Agreement, and posted at regular intervals throughout the calendar year.
8. Regular Day Off, or RDO, is the day on which any employee 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 employee 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 an employee is given vacation or holiday time off.
11. Regular Pay Rate is an officer's base annual salary divided by 2080 hours.

SCHEDULE D

ARTICLE VII HOURS OF EMPLOYMENT

ARTICLE VIII COMPENSATION FOR OVERTIME

Specification of Conditions for 4-3 Work Schedule

- (a) 40 Hour Work Schedule (5 eight (8) hour days of work followed by two (2) days off)
 - 1. Normal hours of employment for officers 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 officers 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 superior officers receive a lunch break. The time allowed for lunch shall be fifty (50) minutes. If a superior officer is unable to receive a lunch on any work day due to emergency calls, high call volume or any other reason beyond his/her control, that superior officer will be able to "carry" the time allotted for one (1) lunch break for a period of seven (7) work days. This time is to be used for an additional break period at any time during any workday within the seven (7) work days 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 officer 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

Specification of Conditions for 12 Hour Work Schedule

The implementation of the 12 hour work schedule shall be for a trial period lasting from on January 1, 2013 to December 31, 2015 after this period of time, the 12 hour work schedule and the terms of this Agreement would continue by mutual agreement of the TOWNSHIP and the FOP Lodge 209.

There shall be incremental reviews of the 12 hour schedule concept and of the manpower allocation and the economic consideration on a periodic basis detailed in the following:

After the first initial trial period of one year on December 31, 2013 with the finding to be reported by March 2014 at which time if by mutual agreement the TOWNSHIP and the FOP decide not to continue with the 12 hour work schedule, the department may revert back to the 4-2 schedule as included in this Agreement as Schedule C as it was in effect prior to implementation of this 12 hour work schedule, with no changes. This decision must be based on mutual understanding of the manpower utilization, manpower replacement effecting overtime costs, and the overall effectiveness and efficiency of the department.

The second trial period from January 1, 2014 through August 2014 with the report due in October 2014 will again examine the effects on manpower allocation, replacement and overtime costs related to such replacement.

The third trial period from August 1, 2014 through December 31, 2014 with the report due on February 1, 2015 would be the final trial period. If the 12 hour work schedule program is successful through this third trial period it shall be made permanent. The decision of continuing the 12 Hour Shift after the third trial period evaluation shall be the unilateral decision of the TOWNSHIP.

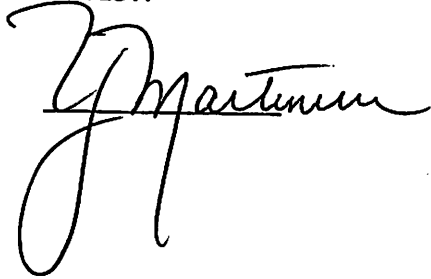
The cost of overtime for the department shall be based on the overtime costs that were experienced and averaged in 2011 and in 2012 and then they shall be adjusted to reflect the incremental increases that normal salary increases create. The overtime consideration and calculations must take into consideration and exclude overtime costs that is created by departmental or township special details or the unexpected emergencies that may arise for example storms, floods and hurricanes. The unexpected long term illness/injury of an employee must also be excluded if that would adversely reflect on the validity or overall efficiency of this schedule.

12-Twelve Hour Work Schedule

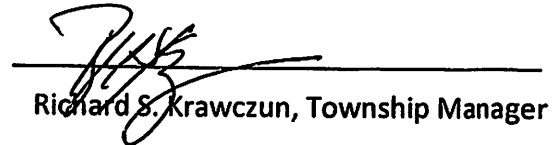
Normal hours of employment for officers working the 12 hour work schedule shall not exceed forty-eight (48) hours in any one calendar week, eighty-four (84) hours in any four week or twelve (12) hours in any four day. Due to the extended length of the workday under this schedule, it is mandatory that officers 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 15th day of July, 2016.

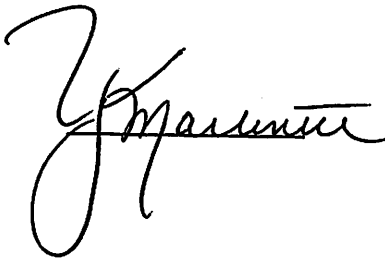
ATTEST:



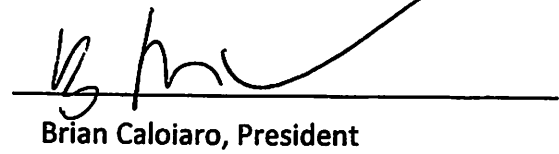
LAWRENCE TOWNSHIP, MERCER COUNTY


Richard S. Krawczun, Township Manager

ATTEST:



LAWRENCE TOWNSHIP FRATERNAL ORDER
OF POLICE LODGE 209 – Superior Officer Association


Brian Caloiaro, President