

A G R E E M E N T

Between

**TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY**

And

**SUPERIOR OFFICERS ASSOCIATION
OF THE TEANECK POLICE DEPARTMENT**

JANUARY 1, 2008 THROUGH DECEMBER 31, 2012

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PREAMBLE

This Agreement made this _____ day of _____, 2011, between the TOWNSHIP OF TEANECK, Bergen County, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "TOWNSHIP," and SUPERIOR OFFICERS ASSOCIATION OF THE TEANECK POLICE DEPARTMENT, a representative of certain Employees of the Township, hereinafter referred to as "Association."

ARTICLE I
RECOGNITION

A. In accordance with the Certification of Representatives of the Public Employment Relations Commission dated September 27, 1977 (Docket No. RO-78-5), and the Captains dated June 2, 1987 (Docket No. RO-86-68), the Township hereby recognizes the Association as the exclusive collective negotiations agent for all Sergeants, Lieutenants and Captains employed by the Township of Teaneck Police Department, but excluding the Chief, Police Officers, and craft employees, Firefighters and supervisors within the meaning of the Act.

B. Whenever the term "Employee or Employees" is used herein, it shall be construed to mean those Employees covered by this Agreement.

C. The Township agrees that it will not enter into any collective bargaining contract or Memorandum of Agreement regarding terms and conditions of employment with anyone but the recognized Association (Superior Officers Association of the Teaneck Police Department) of the Township of Teaneck with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

ARTICLE II

NON-DISCRIMINATION

A. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the Employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such Employees on behalf of the Association.

B. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any Employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association during working time.

C. The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any lawful activity of the Association and its affiliates, collective negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE III

MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Township Government and its properties and facilities, and the activities of its Employees;
2. To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer Employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
4. To establish a code of rules and regulations of the Department for the operation of the Department in accordance with applicable law;

B. Nothing contained herein shall be construed to deny or restrict the Township in its exclusive right to administer the Department and control the work of its personnel, nor to deny or restrict the Township in any of its rights, responsibilities and authority under *R.S. 40A*, or any other National, State or County laws.

ARTICLE IV

NON-STRIKE AND NO LOCKOUT PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the Township's department and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike, *i.e.*, the concerted failure to report for duty, or willful absence of an Employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full and proper performance of the Employee's duties of employment, work stoppage, slowdown or walkout against the Township.
- C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work or such other steps as may be necessary under the circumstances, and to bring about compliance with its order.
- D. In the event of a strike, slowdown or walkout, it is covenanted and agreed that

participation in any such activity by the Association member shall entitle the Township to take appropriate disciplinary action including, but not limited to, discharge in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both in the event of such breach by the Association or its members.

F. The Employer covenants and agrees that it shall not engage in any activity in the nature of a lockout.

ARTICLE V

DUES CHECK-OFF

- A. Upon receiving the written voluntary authorization and assignment of an Employee covered by this Agreement (in the form agreed upon between the Township and the Association, and consistent with applicable law) the Township agrees to deduct from the pay periods of each month, membership dues (initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-laws and Constitution of the Association during the full term of this Agreement and any extension or renewal thereof. The Township shall promptly remit monthly any and all amounts so deducted with a list of changes to the Secretary-Treasurer of the Association.
- B. Any changes in monthly dues will be certified in writing by the President of the Association or his/her designee, and the amount shall be uniform for all members.
- C. No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Township through error or oversight, failed to make the deduction in any monthly period.
- D. The Township will notify the Secretary-Treasurer of the Association, monthly, of the hiring of all Employees, their address, birth date, classification, rate of pay, and social

security number. The Township will similarly notify the Secretary-Treasurer of the Association of all Employees who are terminated from the Township's payroll.

E. The Township agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the Association and transmit the fee to the majority representative.

F. The deduction shall commence for each Employee who elects not to become a member of the Association on the first of the month following thirty (30) days written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new Employee on the first of the month following sixty (60) days of employment.

G. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

H. The Association shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than

to hold the fee in escrow pending resolution of the appeal.

I. The Association shall indemnify, defend and save the Township harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

J. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Association is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all Employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the Township after it had satisfied itself that the Association is a proper majority representative.

ARTICLE VI

SEPARABILITY AND SAVINGS

A. If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE VII
HOURS OF WORK

A. All Employees covered by this Agreement are required to work a thirty-nine and a quarter (39¼) hour week over a calendar year cycle. An Employee will be required to work under a "Six and Three" (6-3) or a "Five and Two" (5-2) plan according to his/her assignment and all working days off will be designated by schedule.

B. Any Employee assigned to the Six and Three (6-3) plan will work six (6) tours over a period of six (6) consecutive days. The six (6) days of work will be followed by three (3) consecutive days off.

C. Any Employee assigned to the Five and Two (5-2) plan will work an average of five (5) tours per calendar week over a calendar year cycle. Days off may be consecutive or they may be interrupted by a tour depending upon the individual work assignment. An Employee working this plan will be granted five (5) extra days off over the calendar year. This time off shall be determined by the Police Chief with due regard for the wishes of the Employee and particular needs of the service.

D. A normal tour of duty shall be an eight (8) hour time division of the day for the purposes of assignment. Operational conditions may dictate the need for members of some divisions or bureaus to work tours which will be determined by the Division

Commander subject to approval by the Police Chief.

E. Employees will report for duty ten (10) minutes prior to the start of their tour, prepared for inspection, and Employees will be dismissed from duty ten (10) minutes after the end of their tour.

F. Employees assigned to patrol duties will be allowed a period of twenty (20) minutes, in order that such Employees may partake of food, provided however, that the time selected meets with the approval of the Tour Commander. If conditions require, the meal period may have to be advanced or delayed, but under no circumstances shall the meal period exceed thirty (30) minutes, except on the holidays of Thanksgiving Day, Christmas Day, New Year's Day, and Easter Day, at which time, if practicable, and subject to the Commanding Officer in charge, all Employees working will receive one (1) hour for lunch.

G. If conditions allow, each Employee assigned to patrol duties will be granted two (2) personal break periods; one in the first half of their tour, and the second in the last half of their tour, for a period not to exceed fifteen (15) minutes each, provided the time selected meets with the approval of the Tour Commander.

H. Any emergency type situation which may prohibit the taking of the meal period or personal break cannot be reason for compensating for that period in other form.

I. Employees not assigned to patrol duties and assigned to other duties which do not

normally require the need for fifteen (15) minute personal break periods will be allowed a period of up to one (1) hour, travel time included, in order that such Employees may partake of food, provided however that the time selected meets with the approval of the Division Commander.

J. Employees working the "Five and Two" (5-2) plan will equal the total straight time hours worked by members working the "Six and Three" (6-3) plan, that being thirty-nine and one-quarter ($39\frac{1}{4}$) hours, by compensating them with the granting of five (5) extra days off, earned at the rate of 46.2 minutes off for each forty (40) hours work week worked. In order to insure that all holidays and extra days off are used in the calendar year earned, the time earned in December may be used prior to being earned, unless it is known earlier that the time will not be earned in December. Overtime will commence after eight (8) hours worked in each day (eight (8) hours, fifteen (15) minutes), according to overtime schedule.

K. The Department, except in instances of emergency (as defined by the Department), shall provide forty-eight (48) hours minimum notice of any change in schedule.

ARTICLE VIII

OVERTIME

A. General

1. It is recognized that the needs of the Township may require overtime work beyond the Employee's standard work schedule. The amount of and the schedule for working such overtime shall be established by the Township. Employees shall work such overtime as it is required unless excused by the Township.
2. Whenever practicable and possible, Employees will be given a reasonable amount of notice when they are required to work overtime. A record of such overtime hours for each Employee shall be posted on the Department bulletin board monthly.
3. Overtime will be distributed as equitably as possible, taking into account the needs of the Department.

B. Overtime Pay for Employees

1. All authorized work performed in excess of the normal hours in any tour of duty shall be considered overtime and shall be paid for, except for the exceptional listed in B2, B3 and B4, at a time and one-half ($1\frac{1}{2}$) rate on the following basis, commencing at the end of the tour:

(a)	Up to Thirty (30) Minutes	Zero (0)
(b)	Thirty-One (31) to Forty-Four (44) Minutes	30 Minutes
(c)	Forty-Five (45) to Fifty-Two (52) Minutes	45 Minutes
(d)	Fifty-Three (53) to Fifty-Nine (59) Minutes	1 Hour
(e)	Over One (1) Hour (<i>see note</i>)	In Quarterly ($\frac{1}{4}$) Periods
(f)	The procedures which are currently in place for the thirty (30) minute delay shall remain until September 1, 2011. The effective date for the implementation of the reduction in the thirty (30) minute delay to fifteen (15) minute delay shall be September 1, 2011.	

Note: Partial periods of eight (8) minutes or more will be considered one-quarter ($\frac{1}{4}$) hour overtime while partial periods of seven (7) minutes or less will not be considered.

2. Employees may request in writing authority to accumulate up to one hundred and two (102) hours to be taken as time due on the basis of one and one-half (1½) hour off for each hour (up to sixty-eight (68) hours) of overtime worked. Such Employee will automatically be paid for all authorized overtime in excess of sixty-eight (68) hours of overtime worked pursuant to Paragraph B and C.
3. Detectives will receive additional compensation at the rate of Twelve Hundred Dollars (\$1,200.00) *per annum*. The additional compensation amount will be paid for each full year the Officer is assigned to either Bureau and Temporary assignments will include compensation of a prorated amount equal to that Percentage of time the Officer is assigned to the Detective or Youth Bureau. The amount will be included in the biweekly paycheck and it will cease to be paid when the assignment as Detective is terminated.
4. Overtime will not be credited for Court appearances on the same day an Employee is compensated for a scheduled tour of duty not worked due to sickness or injury.
5. Employees working the tour of duty when the clock reverts to Standard or Daylight Savings Time will neither be credited with or lose pay for the hour difference in that tour of duty.

C. Minimum Allowance

1. When an off-duty Employee is called back to duty outside of his/her standard daily work schedule, he/she shall be credited with a minimum of four (4) hours overtime. Early reporting will not be considered being called back to duty.
2. Employees appearing before any Courts on behalf of the Township, including State, County and Local Administrative hearings and proceedings for actions arising out of or in the course of the Police Officer's duty, will be credited with a minimum of two (2) hours overtime. Travel time of fifteen (15) minutes will be credited for Bergen County Court appearances and a reasonable travel time will be allowed to reach other Court locations from Teaneck Police Headquarters.

D. Hourly Rate

1. To compute the base hourly rate for overtime purposes, the Employee's biweekly gross pay shall be divided by seventy-eight and one-half (78½).

ARTICLE IX

GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Township and any Employee with respect to the interpretation, application or violation of any of the provisions of this Agreement, and shall include disciplinary actions resulting in penalties of five (5) days or less.

B. The procedure for settlement of grievances shall be as follows:

1. STEP ONE:

In the event that any Employee covered by this Agreement has a grievance, within ten (10) calendar days of the occurrence of the event being grieved, the Employee shall discuss it informally with the immediate supervisor. The supervisor shall decide the grievance within five (5) calendar days after the grievance is first presented to him/her.

2. STEP TWO:

If no Agreement can be reached orally within five (5) calendar days of the initial discussion with his/her supervisor, it may be presented in writing within ten (10) calendar days to the Police Chief or his/her designated representative. The written grievance at this STEP shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Police Chief or his/her designated representative will give the Association the opportunity to be heard and will answer the grievance in writing within eight (8) days of receipt of the written grievance.

3. STEP THREE:

If the Association wishes to appeal the decision of the Police Chief, it shall be presented in writing to the Township Manager or his/her designated representative within ten (10) calendar days. This presentation shall include

copies of all previous correspondence relating to the matter in dispute. The Township Manager or his/her authorized representative may give the Association the opportunity to be heard and will give his/her decision in writing within ten (10) calendar days of receipt of the written grievance.

4. STEP FOUR: ARBITRATION

- (a) If the grievance is not settled through STEP ONE, TWO or THREE, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after the determination by the Township Manager, or his/her representative. An Arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission (PERC).
- (b) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The Arbitrator shall set forth his/her findings of fact and conclusions of law and the reasons for making his/her award. The decisions of the Arbitrator shall be final and binding upon the parties.
- (c) The costs for the service of the Arbitrator shall be borne equally between the Township and the grievant or the Associations as may be appropriate. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

C. Any Employee covered by this Agreement shall have the right to process his/her own grievance.

D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefor, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the Grievance

Procedure then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any Step in the Grievance Procedure.

E. It is recognized and agreed between the parties that issues submitted to the Grievance Procedure shall not be re-litigated before any other Administrative Body or Court and, furthermore, that if the Department of Personnel remedies are utilized, the grievant shall waive his/her right to file a grievance on those issues. In no event shall any arbitration hearing be held sooner than thirty (30) days from the final determination by the Township Manager.

ARTICLE X

LONGEVITY

A. All full time Employees shall receive, in addition to the salaries provided in the Salary Schedule, a longevity payment in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
4	2%
8	4%
12	6%
16	8%
20	10%
24*	12%

* Add two percent (2%) for each four (4) years of service thereafter in a like manner.

B. For the purposes of determining the longevity payment, an eligible Employee shall be eligible for a longevity increment in the year and on the date of their anniversary of employment with the Township. It is understood and agreed that the term "anniversary date of employment" refers to the beginning date of the Employee's present full time employment with the Township.

C. Revised longevity pay shall occur with the applicable changes in the years of service.

ARTICLE XI

UNIFORM ALLOWANCE

- A. 1. The Township agrees to pay all Employees covered by this Agreement in the month of April an annual clothing allowance of Six Hundred Dollars (\$600.00).
2. For the period an Employee is on the payroll in any year, (except if an Employee is on the payroll for purposes of terminal leave), he/she shall be entitled to a prorated portion of the clothing allowance. An Employee shall not be entitled to a clothing allowance for the time not on active duty for the following reasons:
- (a) Suspension
 - (b) Military duty for a period in excess of ninety (90) days
 - (c) Leave of absence without pay for a period in excess of thirty (30) days
- B. All Employees shall receive the applicable clothing allowance upon completion of three (3) months employment. If any new Employees does not complete one (1) year of service he or she shall reimburse the Township Twenty-Five Dollars (\$25.00) for each month of service not completed.
- C. No more than one (1) allowance may be paid to any Employee in any one (1) calendar year.
- D. This allowance is in lieu of any other allowance for uniforms, personal equipment and work clothes with the exception of service revolver, hat and breast shields, name plates, and riot equipment consisting of helmet, baton and coveralls.

E. Clothing checks will not be issued before each member has submitted his/her uniforms and locker for inspection in accordance with Department rules.

ARTICLE XII
LIFE INSURANCE

- A. The Township agrees to provide a Ten Thousand Dollar (\$10,000.00) death benefit to all Employees covered under this Agreement either through a life insurance policy or a self-insurance program.
- B. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as equivalent benefits and the same policy face value are provided by the new carrier.
- C. The Township agrees to provide an additional Five Thousand Dollar (\$5,000.00) death benefit to all Employees covered under this Agreement, either through a life insurance policy or a self-insurance program for an "in the line of duty" death.

ARTICLE XIII

INJURED ON DUTY

A. When an Employee is disabled and unable to work because of an injury or illness arising out of the course of his/her employment, he/she shall be granted an injury leave with full pay for a period up to thirty (30) calendar days, provided such Employee:

1. Presents evidence that he/she is unable to work in the form of a certificate from a reputable physician forwarded to the Township Treasurer within seventy-two (72) hours of the injury or illness.
2. Submits upon request to an examination, by a physician appointed by the Township or the Township insurance carrier.

B. The Township Manager may extend injury leave with pay up to a maximum of one (1) year upon the written recommendation of a physician appointed by the Township.

C. All injury leaves shall terminate when the physician appointed by the Township insurance carrier reports in writing that the Employee is fit for duty.

D. Temporary disability payments made in lieu of salary as Worker's Compensation Insurance from any source which the Township provides, or is statutorily provided to an Employee while on injury leave, shall be recorded as non-taxable during each period he/she is carried on the Township payroll.

ARTICLE XIV

CONDUCTING ASSOCIATION BUSINESS

- A. No Association member or officer or authorized representative shall conduct any Association business on Township time except as specified in this Agreement.
- B. No Association meetings shall be held on Township time or using Township facilities unless specifically authorized by the Township.
- C. The Association will notify the Township of the one (1) authorized representative and one (1) alternate representative selected from the bargaining unit. Only the authorized representative or a pre-designated alternate representative in his/her absence may confer on their duty hours with management on grievances or other matters of mutual interest. The alternate representatives shall be restricted in their duties to relaying information regarding grievances to the authorized representative. It is understood and agreed that the alternate representative shall not act as the authorized representative. The Township acknowledges the right of the Association to select representatives who are not Employees to participate in such conferences as may occur between the Township and the authorized representative on matters related to grievances.
- D. The Township agrees that it will permit the authorized representative, or a pre-designated alternate, but not both at the same time from duty hours, to take a reasonable

amount of time from the job to confer with management on, or to investigate grievances without loss of pay, provided prior arrangements to be excused are made with his/her supervisor.

E. The Township agrees that it shall give a leave of absence with pay to duly authorized delegates from the unit to attend the State or National convention, or the State mini-conventions pursuant to N.J.S.A. 40A:14-177.

F. If manpower permits, the President and Secretary of Superior Officers Association will be excused from duty for the purpose of attending the monthly Association meeting while the meeting is in progress. The Officers will work that part of the scheduled tour of duty prior to the start of the meeting and following the conclusion of the meeting. All other working members wishing to attend the monthly meetings may do so only during their authorized meal period. The attendance by the Delegate or President at the monthly meetings while on duty shall not exceed eight (8) meetings per year.

ARTICLE XV

COLLECTIVE NEGOTIATING PROCEDURES

- A. Collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily not more than three (3) additional representatives of each party shall participate in collective negotiating meetings.
- B. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Township or the Association.
- C. In the event any negotiating meetings are scheduled during any part of the working day, Employees of the Township may be designated by the Association to participate in such negotiating meetings. Up to a maximum of four (4) will be excused from their Township work assignments by the Township provided their absence will not seriously interfere with the Township's operations. Such Employees would suffer no loss of regular straight time pay until a grand total of forty-five (45) hours of duty time has been missed by the Employees participating in such negotiating meetings inclusive of preparation and travel time in connection with such meetings.
- D. The duly authorized negotiating agent of either the Township or the Association is not required to be an Employee of the Township.

ARTICLE XVI
YEARLY CALENDAR

A. The calendar showing the yearly schedule rotations and assignments shall be posted at a conspicuous location and available for review by Employees no later than November 15th of each year.

B. The Chief reserves the right to change said schedules upon proper notice due to the needs of the Department.

ARTICLE XVII

LEAVES OF ABSENCE

A. An Employee covered by this Agreement may take a leave of absence without pay from Township duties, if recommendation therefor is given by the Chief of Police, and approval is granted by the Township Manager. The leave of absence shall not exceed thirty (30) calendar days within one (1) calendar year, and during the period of said leave, the Township shall be under no obligation to pay for the benefits provided in this Agreement. It is understood and agreed that no leave of absence shall be given if the Employee has accumulated unused vacation time to his/her credit, nor shall any benefits accrue to the credit of the Employee during the period of said leave.

B. The Township Manager may grant a renewal of the leave, at its option, for good cause shown on a case-by-case basis for an additional period not to exceed the original length of the leave.

ARTICLE XVIII

FUNERAL LEAVE

A. All Employees covered by this Agreement shall receive up to three (3) calendar days for death in the immediate family from the date of death up to and including the day of the funeral.

B. Immediate family is defined for purposes of this Article to be spouse, children, mother, father, brother, sister, mother-in-law or father-in-law of the Employee, or those of his/her spouse who are living as permanent members of the Employee's household.

C. Any extension of absence under this Article, however, may be charged against accumulated sick days or be taken without pay for a reasonable period, provided that the Chief, or his/her designated representative, grants approval therefor. Each case shall be on its own merits without establishing a precedent.

ARTICLE XIX
MILITARY LEAVE

A. The present practice of providing for military leaves shall be continued during the term of this Agreement.

ARTICLE XX

TERMINAL LEAVE

A. Any Employee who retires on a monthly pension payment from the Police and Firemen's Retirement System after completing twenty-five (25) years of service with the Township of Teaneck shall be eligible for a terminal leave payment based on fifty percent (50%) of his/her accumulated sick leave time.

B. Any Employee who retires on a monthly pension payment from the Police and Firemen's Retirement System before completion of twenty-five (25) years of service with the Township shall be eligible for a terminal leave payment based on the ratio of his/her number of months of service to three hundred (300) months of service applied to fifty percent (50%) of his/her accumulated sick time.

C. Any Employee entitled to terminal leave under this Article may elect, if the Township is advised at least one (1) month prior to the beginning of the calendar year in which payment is to be made, to receive the terminal leave benefit in a lump sum, or in installment payments, or up to three (3) separate installments over a three (3) year period without interest.

D. In case an Employee dies before retirement, the value of his/her accrued sick leave will be paid to his/her estate on the basis of the formula in Paragraphs A or B.

E. The terminal leave benefit shall be based upon the Employee's salary at the time of receipt of the Employee's final vacation and/or holiday pay prior to receipt of the lump sum payment or commencement of installment payments.

F. Payment under this Article shall not be made until certification of eligibility for retirement has been received from the Police and Firemen's Retirement System.

G. Employees collecting terminal leave pay in installment payments will also be entitled to the following benefits only: hospitalization insurance, life insurance and continued pension credit.

H. All Employees hired to the Police Department on or after January 1, 1996 shall be limited to a maximum of Fifteen Thousand Dollars (\$15,000) in terminal leave pay as heretofore calculated.

ARTICLE XXI

SICK LEAVE

A. Sick leave is defined to mean an absence from post of duty of any Employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the Employee's household seriously ill requiring the care or attendance of such Employee. Immediate family is defined, for purposes of this Article, to be spouse, children mother, father, brother or sister of the Employee, or his/her spouse, living as a permanent member of the Employee's household.

B. All full time Employees covered by this Agreement shall be compensated for sick leave as hereafter defined, with pay to which they are otherwise eligible, as follows:

1. New Employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1st through 8th day of the calendar month, and one-half ($\frac{1}{2}$) day if they begin on the 9th through 23rd day of the month.
2. After the initial month of employment and up to the end of the first calendar year, Employees shall be credited with one (1) day for each full month of service. Thereafter, at the beginning of each calendar year, in the anticipation of continued employment, Employees shall be credited with fifteen (15) working days.
3. 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.

C. When an Employee does not report for duty for a period of greater than three (3) working days or totaling more than ten (10) working days in one (1) calendar year because

of sickness, he/she shall show proof of his/her inability to work by submitting to the Township Treasurer upon request a certificate, signed by a reputable physician in attendance to the effect that the said Employee was not, on the date or dates leave is requested, physically able to perform any duty connected with his/her job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. Pursuant to this Paragraph, if requested, the Employee shall submit to examination by a physician appointed by the Township to substantiate such illness. Such examination shall be at the Township expense.

D. Sick leave shall be charged in amounts of half ($\frac{1}{2}$) days for an absence on a duty day of from two (2) to four (4) hours and a full day for over four (4) hours. No refund of vacation time shall be allowed due to illness incurred while on vacation time.

E. In order to receive compensation while absent on sick leave, the Employee shall notify his/her supervisor at least one (1) hour before the time set for him/her to begin his/her tour of duty, except in case of emergency.

F. An Employee may charge to his/her sick leave a maximum of three (3) working days each year for the purpose of attending funerals or weddings, religious days or other personal obligations not elsewhere provided for in this Article provided prior approval is secured from the Police Chief.

ARTICLE XXII

INSURANCE

A. The Employer will continue to provide the existing insurance coverage to Employees covered under this Agreement protecting them from Civil suit arising out of the performance of their duties as Police Officers, including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights or any action based on the providing of first aid. This first aid clause shall not operate outside the territorial limits of the State of New Jersey.

B. The Employer reserves the right to change carriers or provide for self-insurance, so long as equivalent coverage is provided.

ARTICLE XXIII

HOSPITALIZATION

A. Employees and their eligible dependents shall receive the existing paid hospitalization, major medical and Rider J coverage with the State Health Benefits Plan of New Jersey, or its equivalent, at Township option.

B. The Township may change insurance carriers so long as equivalent benefits are provided.

C. The level of Employee contribution of 1.5% of base salary shall be as set forth in *P.L. 2010, Ch. 2*, effective May 22, 2010. The contribution shall not apply to current Employees who retire except for those Employees who have joined or will join a State or locally administered retirement program on or after May 21, 2010 whose contribution shall be 1.5% of their monthly retirement allowance. This level of Employee contribution shall be inclusive of, rather than in addition to, any statutory obligation towards an Employee's requirement to make contributions toward the payment of health insurance.

ARTICLE XXIV

DENTAL PLAN

A. Employees and their eligible dependents shall receive a dental plan at Township cost.

B. The Township may change insurance carriers so long as equivalent benefits are provided.

ARTICLE XXV

HOLIDAYS

- A. All Employees covered by this Agreement shall receive thirteen (13) tours of duty off during each calendar year in lieu of holidays.

- B. Twelve (12) holidays are automatically included in the "Six and Three" (6-3) work plan and all Employees working this assignment will have one (1) of their scheduled days off each month charged as a holiday.

- C. An Employee working the "Five and Two" (5-2) work plan shall request thirteen (13) tours off during each calendar year. This time off shall be determined by the Police Chief with due regard for the wishes of the Employee and particular regard for the needs of the service.

ARTICLE XXVI

COLLEGE CREDITS

A. All Employees covered by this Agreement shall receive in addition to their annual salary, the sum of Seventeen Dollars (\$17.00) *per annum* for each credit hour computed for which credit is given toward a Masters Degree, Baccalaureate Degree or Associate Degree in Police Science or Criminal Justice, provided, however, that the member of the Police Department shall attend such institution on off duty time and at his/her own expense. Effective January 1, 1990 a Grade "C" or a "Pass" in a Pass/Fail course shall be required.

B. The maximum number of credits for which an Employee shall receive such remuneration shall not exceed a total of one hundred fifty (150).

C. Present payroll practices shall continue. Employees who become eligible for such additional remuneration prior to June 30th of any calendar year shall receive such additional remuneration beginning with the fourteenth (14th) pay period of that calendar year.

D. Such additional remuneration shall be payable upon presentation to the Township Manager or his/her authorized representative of a proper certification from the institution attended by the Employee setting forth the number of credit hours completed or the conferring of a Masters, Baccalaureate or Associate Degree in Police Science or Criminal

Justice.

E. Other college programs, in order to be eligible for additional compensation must first be authorized by the Township Manager. The Township Manager may, in his discretion, authorize other related programs as eligible for additional compensation.

ARTICLE XXVII

VACATIONS

A. All Employees covered by this Agreement shall earn vacation on a calendar year basis, in accordance with the following schedule:

<u>Entering Service Year</u>	<u>Annual Vacation Leave</u>
To the End of the First Calendar Year	One (1) Working Day Per Full Month of Service
2 to 5 Years	17 Working Days
6 to 10 Years	19 Working Days
11 to 15 Years	21 Working Days
16 to 19 Years	23 Working Days
20 to 21 Years	25 Working Days
22 Years	26 Working Days
23 Years	27 Working Days
24 Years	28 Working Days
25 Years	29 Working Days

B. Vacations shall be granted in accordance with the following conditions:

1. Assume an Employee starts full time employment with the Township on August 1, 1988. At the end of 1988 he/she is entitled to five (5) working days of vacation which can be taken between January 1st and December 31, 1989. On January 1, 1990 he/she would be credited with thirteen (13) working days based on a full year of full time employment in 1989, which can be taken in 1990.
2. Employees hired prior to January 1, 1966, may take their vacation in the year in which earned.
3. Earned vacation may accumulate for no more than two (2) years of credit.

C. Vacation time accumulated is forfeited if at least seven (7) days notice of intention

to terminate employment is not given in writing by the Employee to the Police Chief. All or part of this requirement may be waived by the Township upon approval of the Police Chief and the Township Manager. Current carry-over provisions shall continue.

D. An Employee who has returned from an unpaid leave of absence of one (1) month or more shall be considered a new Employee for the remainder of that year, for the purpose of determining vacation eligibility.

E. Days may be taken in not less than half ($\frac{1}{2}$) day segments.

F. Vacation shall be chosen by seniority rank within Division or Squad.

ARTICLE XXVIII

INVESTIGATION OF POLICE OFFICERS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police, usually it will be at Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he/she should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the force shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as inducement to answering questions.
6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force if he/she so requests, to consult with counsel and/or his/her Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his/her Association representative, nor more than two (2) hours for consultation with his/her attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE XXIX

EXCHANGE OF TOURS

A. Any Employee covered by this Agreement may work all or part of a tour of duty for another Employee covered by this Agreement provided that advance approval of the proposed exchange of tours of duty is given by the Chief of Police, or his/her authorized representative.

B. No such substitution of Employees scheduled to work shall be permitted if not in the best of interests of the Department, which could be caused by, among other things, an emergency situation existing in the Township, or the inability of the Employee to perform his/her duties properly because of working too many tours of duty due to excessive changes.

ARTICLE XXX

FACILITIES

- A. Police Headquarters shall have air conditioning, heating, hot water, sanitary facilities, locker rooms and facilities for eating. The Township will exert its best efforts to provide separate but equal locker and shower facilities for female Superior Police Officers.

- B. Every on duty uniformed Motor Patrol Officer, shall be equipped with a portable radio transceiver capable of providing two (2) way communications, and capable of being carried with reasonable comfort on the person.

ARTICLE XXXI

PENSIONS

A. The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey.

ARTICLE XXXII

PERSONNEL FILES

A. Any member of the Police Department may, by appointment, review his/her personnel file, but this appointment for review must be made through the Chief of Police, or his/her designated representative.

B. Whenever a written complaint concerning an Officer of his/her actions is to be placed in his/her personnel file a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it, if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. Upon request of any Employee, said Employee shall be provided with a copy of any item contained in said Employee's personnel file at the Employee's expense.

ARTICLE XXXIII

CEREMONIAL ACTIVITIES

- A. In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Township will permit off duty Police Officers of this unit to participate in funeral services for the said deceased Officer.
- B. Subject to the availability of same, the Township will permit a Department Police vehicle to be utilized by the members in the funeral service.
- C. Off duty Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service.

ARTICLE XXXIV

BULLETIN BOARDS

- A. The Employer will supply one (1) glass enclosed bulletin board for the use of the Association to be placed in a conspicuous location and shared with PBA Local 215.

- B. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

- C. No matter may be posted without receiving permission of the officially designated Association representative.

- D. All such notices shall be posted only upon the authority of the officially designated Association representatives and shall not contain any salacious, inflammatory, or controversial material.

ARTICLE XXXV

MATERNITY LEAVE

A. Female Police Superior Officers - Female Police Superior Officers shall advise the Employer of a pregnancy. The rights of a female Police Superior Officer shall include, but not be limited to, the following:

1. The female Police Superior Officer shall be permitted to work so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female Police Superior Officer's own choosing.
2. In addition to the other provisions of this Article, the female Police Superior Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.
3. The female Police Superior Officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes up to six (6) months after the birth of the child.
4. Upon return to active duty status the female Police Superior Officer shall be placed in the same position which she held before departing for maternity status.

ARTICLE XXXVI

EQUIPMENT

- A. If an Employee of the Department alleges that a motor vehicle assigned for use is unsafe to operate, then the vehicle shall be inspected by a Township mechanic before it is used. If a mechanic is not available to inspect the vehicle then another vehicle shall be assigned to the Employee.
- B. If no vehicle is available then the Superior Officer shall call in a Township mechanic to inspect the vehicle and the decision of the Township mechanic shall be final.
- C. All regular marked Police vehicles purchased after the execution of this Agreement shall be a standard size vehicle with a standard Police package.
- D. The equipment of said vehicle shall include but not be limited to the following equipment: automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, roof rack with electronic siren and lights, oxygen, first aid kit and flares.

ARTICLE XXXVII

DATA FOR FUTURE BARGAINING

- A. The Employer agrees to make available to the Association all relevant public data the Association may require to bargain collectively.

ARTICLE XXXVIII

BASE SALARIES

A. Base salaries for the members of the bargaining unit shall be as follows:

	Effective 01/01/2008	Effective 01/01/2009	Effective 01/01/2010	Effective 01/01/2011	Effective 01/01/2012
Sergeant	\$102,067	\$104,618	\$106,972	\$109,058	\$111,185
Lieutenant	\$112,275	\$115,082	\$117,671	\$119,966	\$122,305
Captain	\$123,504	\$126,592	\$129,440	\$131,964	\$134,538

ARTICLE XXXIX
TERM AND RENEWAL

A. This Agreement shall have a term from January 1, 2008 through December 31, 2012. If the parties have not executed a successor Agreement by December 31, 2012, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

B. Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Teaneck, New Jersey on this 17th day of August, 2011.

**SUPERIOR OFFICERS ASSOCIATION
OF THE TEANECK POLICE DEPARTMENT**

**TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY**

By:

Michael Cervante
President, SOA

Kenneth Egan

By:

[Signature]
Deputy Mayor

William J. Smith
Municipal Manager

Attest:

REAA

[Signature]
Municipal Clerk