

**COLLECTIVE BARGAINING AGREEMENT**

**TOWNSHIP OF LONG HILL**

**PBA LOCAL 322**



January 1, 2024 to December 31, 2027

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**PREAMBLE**

THIS AGREEMENT made on the 18<sup>th</sup> day of July, 2024 by and between the TOWNSHIP OF LONG HILL, in the County of Morris, a municipal corporation of the State of New Jersey, hereinafter called “Township;” and the LONG HILL TOWNSHIP POLICE BENEVOLENT ASSOCIATION,

Local 322 (hereinafter called “Association,” “PBA,” or Local #322);

Inconsideration of the promises, covenants, undertakings, terms, and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

**ARTICLE I – RECOGNITION**

The Township recognizes the POLICE BENEVOLENT ASSOCIATION, Local 322, a negotiation unit composed of all police officers of the Long Hill Township Police Department (“police officers” or officers”), which has been duly certified by the New Jersey Public Employment Relations Committee (“PERC”) as the exclusive representative for purposes of collective negotiations with the Township. Both parties to this Agreement agree that the negotiations have been conducted in good faith regarding grievances and terms and conditions of employment.

**ARTICLE II – TERM**

The term of this Agreement shall be for the 4-year period commencing on January 1, 2024 to and including December 31, 2027.

**ARTICLE III – APPLICABILITY**

The provisions of this Agreement shall apply only to the negotiating unit described in Article I of this Agreement.

**ARTICLE IV – SALARIES**

## Section 1.

Salaries shall set at the below level beginning January 1<sup>st</sup> of the calendar year in question:

<b>**For officers hired prior to January 1, 2014**</b>				
<b>Salary Guide A</b>				
	<b>2024</b> 1.5%	<b>2025</b> 3.25%	<b>2026</b> 3.25%	<b>2027</b> 3.25%
<b>MASTER</b>	\$134,963	\$139,349	\$143,878	\$148,554
<b>OFFICER I</b>	\$132,332	\$136,633	\$141,074	\$145,659

<b>**For officers hired on or after January 1, 2014**</b>				
<b>Salary Guide B</b>				
	<b>2024</b> 1.5%	<b>2025</b> 3.25%	<b>2026</b> 3.25%	<b>2027</b> 3.25%
<b>MASTER</b>	\$131,547	\$135,823	\$140,237	\$144,795
<b>OFFICER I</b>	\$125,548	\$129,628	\$133,841	\$138,191
<b>OFFICER II</b>	\$119,492	\$123,376	\$127,386	\$131,526
<b>OFFICER III</b>	\$113,068	\$116,742	\$120,536	\$124,454
<b>OFFICER IV</b>	\$106,587	\$110,051	\$113,628	\$117,321
<b>OFFICER V</b>	\$100,108	\$103,362	\$106,721	\$110,189
<b>OFFICER VI</b>	\$93,628	\$96,671	\$99,812	\$103,056
<b>OFFICER VII</b>	\$87,148	\$89,981	\$92,905	\$95,925
<b>OFFICER VIII</b>	\$80,668	\$83,290	\$85,997	\$88,792
<b>OFFICER IX</b>	\$74,188	\$76,599	\$79,088	\$81,659
<b>OFFICER X</b>	\$67,709	\$69,909	\$72,181	\$74,527
<b>OFFICER XI</b>	\$61,228	\$63,218	\$65,273	\$67,394

<b>PROBATIONARY</b>	\$54,749	\$56,529	\$58,366	\$60,263
<b>**For officers hired on or after January 1, 2024**</b>				
<b>Salary Guide C</b>				
	<b>2024</b> 1.5%	<b>2025</b> 3.25%	<b>2026</b> 3.25%	<b>2027</b> 3.25%
<b>MASTER</b>	\$131,547	\$135,823	\$140,237	\$144,795
<b>OFFICER I</b>	\$126,062	\$130,159	\$134,389	\$138,757
<b>OFFICER II</b>	\$120,576	\$124,495	\$128,541	\$132,719
<b>OFFICER III</b>	\$115,091	\$118,831	\$122,693	\$126,681
<b>OFFICER IV</b>	\$109,605	\$113,167	\$116,845	\$120,643
<b>OFFICER V</b>	\$104,119	\$107,503	\$110,997	\$114,605
<b>OFFICER VI</b>	\$98,634	\$101,839	\$105,149	\$108,567
<b>OFFICER VII</b>	\$93,148	\$96,176	\$99,301	\$102,529
<b>OFFICER VIII</b>	\$87,663	\$90,512	\$93,453	\$96,491
<b>OFFICER IX</b>	\$82,177	\$84,848	\$87,605	\$90,453
<b>OFFICER X</b>	\$76,692	\$79,184	\$81,757	\$84,415
<b>OFFICER XI</b>	\$71,206	\$73,520	\$75,910	\$78,377
<b>OFFICER XII</b>	\$65,720	\$67,856	\$70,062	\$72,339
<b>OFFICER XIII</b>	\$60,235	\$62,192	\$64,214	\$66,301
<b>PROBATIONARY</b>	\$54,749	\$56,529	\$58,366	\$60,263

No officer shall receive any “longevity increment.”

Section 2. In the event that a police officer is assigned to serve as a detective during his/her term in office, said detective shall receive additional compensation of \$1.25 per hour for all time that he/she is on call. In addition, detectives shall receive an annual stipend of \$2,000.00, which shall be prorated for the period in which they were detectives. Both parties recognize and agree that

assignments by the Chief to and from the detective bureau are a management prerogative and thus not negotiable, grievable or arbitrable. No officer, other than detectives, shall be required to carry any paging device. Any officer required to be available for duty and subject to contact for that duty, in the event of an anticipated and/or predicted state of emergency shall receive the same additional \$1.25 per hour compensation as detectives.

Section 3. All police officers hired prior to January 1, 2014, refer to salary guide "A." The designation of Master Officer shall not be based on the officer's level of performance, record of misconduct, disobedience of rules and regulations, which includes, but is not limited to major discipline (over 5 days suspension). All police officers hired on or after January 1, 2014, refer to salary guide "B." All police officers hired on or after January 1, 2024, refer to salary guide "C."

#### **ARTICLE V – IN – GRADE PROMOTIONS**

After twelve (12) months in grade (or in the case of probationary officers, twelve (12) months after graduation from the police academy and /or date of hire, whichever is later), an officer shall be eligible to be promoted to the next step within his/her rank and in grade promotion may be awarded by the Chief of Police in the exercise of reasonable discretion. In considering whether to promote an officer within his/her grade, the Chief shall consider the officer's level of performance and whether there is a record of misconduct, or disobedience of rules and regulations established for the government of the police department. The failure of the Chief to award an in – grade promotion to an eligible officer shall be grievable pursuant to the provisions of the Article XXVI of this agreement. In the event that an officer's performance is not within acceptable levels, the officer will receive a written notification no later than six (6) months

before their anniversary date. an in- grade promotion shall not be withheld for performance reasons absent said notification.

The chief has the right to deny an in-grade promotion at any time for adjudication of major discipline (over 5 days suspension) following formal disciplinary hearings. The denial of an in-grade promotion due to disciplinary action must be incorporated into the final disciplinary disposition and may be imposed or appealed in accordance with R.S. 40A:14-147.

**ARTICLE VI – PAY PERIOD**

The existing payroll procedure shall be continued during the term of the agreement.

**ARTICLE VII – VACATIONS**

A. For the term of this Agreement an officer shall be entitled to vacation as follows:

<b>Years of Service</b>	<b>Vacation Time (in hours)</b>
1-5	96
6-10	144
11-15	184
16-20	224
21+	264

B. The amount of vacation depends upon the amount of continuous service that the officer will attain before the calendar year ends.

C. Officers shall receive pay for vacation on the basis of regular salary for the period involved.

D. Except as provided in paragraph F, vacation benefits shall not accrue or be accumulated beyond the year entitlement unless some other agreement is approved by the Chief of Police.

- E. In their first year of employment, new officers shall be prorated vacation based on eight (8) hours of vacation per month., officers will be credited immediately upon hire with their projected prorated vacation time and may utilize same prior to full accrual.
  
- F. Vacation hours shall accrue during terminal leave in anticipation of ordinary service retirement under the Police and Firemen's Retirement System.
  
- G. All vacation hours shall be selected by March 1<sup>st</sup> of the calendar year to reserve seniority priority. Any vacation hours submitted after March 1st only can be used when minimum manning is available. If the vacation hours are unreasonable denied by the Chief of Police, the officer shall have until March 1<sup>st</sup> of the following year to use his/her remaining vacation hours. if the vacation hours are not used by March 1<sup>st</sup> of the following year, then they shall lapse. Vacation time for all officers must be utilized in minimums of four (4) hour blocks. Prior to March 1<sup>st</sup>, vacation selections that carry seniority priority will be utilized in 12-hour increments for Patrol schedule and 8- or 10-hour increments for all other schedules.
  
- H. Any officer, irrespective of hire date, who terminates Department service for any reason other than retirement shall have his/her vacation days prorated for the actual time spent as a sworn officer prior to separation. Any officer hired after August 18, 2020, who leaves Département service for any reason shall be prorated for the actual time spent as a sworn officer prior to separation.



- I. Any vacation requests that are submitted on or before March 1<sup>st</sup> of any calendar year shall be approved or disapproved by March 10<sup>th</sup> unless the NJ State PBA Convention dates are not available at that time, in which case approval or disapproval of the vacation requests shall be made within ten (10) days of written notice of the NJ State PBA convention dates. Approved vacation shall not be changed or modified except in the event of a declared emergency.
  
- J. No vacation during the New Jersey PBA Convention period shall be approved until Local 322 notifies the superior officers in charge of scheduling of the members who will be attending the convention.
  
- K. Non-mandatory training court dates and one day special events or one day special detail shall not preclude vacation approval that is submitted in accordance with sections G, I and J of this article.

**ARTICLE VIII – CALL – OUT TIME**

An officer called out on an emergency basis to administer breathalyzer, operate radar, operate video tape, maintain firearms qualification and/or attend an instruction course, investigate fatalities, for special investigation photography or any other such duties called for and/or scheduled by the Chief of Police or other superior officers shall be paid a minimum of four (4) hours call-out time. When an officer completes his/her call responsibilities he/she shall be released from duty unless there is an ongoing emergency

which would require additional overtime staffing in the absence of the officer present.

### **ARTICLE IX – BEREAVEMENT LEAVE**

Employees shall be granted time off without loss of pay for all regularly scheduled hours of work occurring between the day of the death and day after the funeral (both days inclusive) up to a maximum of five (5) days, not inclusive of days off, for each death of an Employee's Immediate Relative. "Immediate relative" includes Spouse, Civil Union Partner, Domestic Partner, Child, Stepchild, Sibling, Parent, Stepparent, Mother-In-Law, Brother-In-Law, Sister-In-Law, Daughter-In-Law, Son-In-Law, Grandparent, Grandchild, Niece, Nephew, Aunt, Uncle, Cousin, any person related by blood or marriage residing in an employee's household or any other person determined to be relevant by the Chief of Police. Accommodations may be made for deaths occurring out of state or for religious purposes.

### **ARTICLE X – UNIFORMS**

- A. The Township will replace all uniform items at the discretion of the Chief of Police
  
- B. At the discretion of the Chief of Police, payment will be made by the Township for extraordinary repairs and/or cleaning resulting from abnormal or unusual damage sustained while performing police duties.

- C. After adoption of the Township budget, every officer serving as a detective shall receive \$700.00 as a civilian clothing allowance. The officer will submit receipts for purchases to be reimbursed in accordance with Township purchasing procedures.
- D. All officers will receive \$500.00 per year cleaning allowance payable the second pay period in December of that year.

**ARTICLE XI – OVERTIME COMPENSATION**

- A. Police Officers shall be compensated for over-time in accordance with the provisions of Article XII. The compensatory time may be accumulated up to 480 hours during any one calendar year. One hundred twenty (120) hours of compensatory time may be carried forward into the next calendar year. At the end of each calendar year, each officer covered by this agreement will be compensated for any accumulated compensatory time, which is not carried forward into the next calendar year in accordance with the provisions of this Article.
  - (1) As used herein, the term “day” shall mean the 24- hour period beginning with the commencement of an officer’s shift. The term “week” shall mean the seven (7) consecutive day period of time beginning with the first scheduled workdays for the employee. There shall be no pyramiding of overtime under this agreement.

B. The following absences shall not be subtracted from the base period in determining the number of hours worked after which an officer is compensated at the overtime rate:

Compensatory Time	
Sick Leave	
Personal Time	Vacation Time

C. Where this Article conflicts with the provisions of the Federal Fair Labor Standards Act, the provisions of that Act shall prevail, unless the provisions of that Act shall prevail, unless the provisions hereof are more favorable to the employee.

D. Recall

1. The over-time rotation will be utilized to fill vacancies. All members will be listed on the overtime rotation roster.
2. Approved time off within the sex-wee schedule will not be cancelled unless an emergency is declared by the local Office of Emergency Management and, in the event the employee is recalled, the employee shall be paid at the overtime rate for the duration of the recall response. An officer that has taken the day off in not to be ordered to work unless there in no other officer(s) to work the detail.
3. Notwithstanding Section 2, shall not limit nor infringe upon the lawful authority of the Chief of Police.

**ARTICLE XII – WORK PERIOD AND SCHEDULE**

The schedule for all officers shall be 3/3 12- hour schedule for officers. The 3/3 12 schedule is

based on a 12-day work period consisting of three (3) consecutive workdays followed by three (3) consecutive days off. Said schedule also consists of rotating shifts where an officer rotates his shift after one (1) cycle of each shift. At the request of the PBA and only with the Chief's approval, officers may elect to work the 2/2/12 hour schedule as described above with the exception being the officer's work two (2) cycles of each shift before rotating.

Officers may elect to switch scheduled shifts on a daily or weekly basis with another officer provided the switch is voluntarily agreed to by both officers. Any switch shall be subject to approval by the officer in charge of scheduling or his/her designee. A request for a switch shall be submitted no later than three (3) days prior to the date of the switch and shall be made in writing. Approval or denial for the switch shall be returned in writing to both officers requesting said switch. Based on operational needs, the Chief of Police may affirm or deny any such requests and his decision pertaining to this matter shall not be a subject for review under the grievance provisions of this contract. The provisions of this section shall be applied in an equitable manner.

The method and frequency of the rotation may be modified by the Chief of Police when necessary to schedule training and whenever an officer's rotation is changed from time to time. Academy training whenever possible will be scheduled during the officer's regular schedule shift and any day off on which the officer attends academy training will be recorded as one (1) to one (1) compensatory time. The number of compensatory hours earned by an officer for academy training in a specific 12-day cycle must then in turn be given off within the 12-day cycle of the hours will be converted to overtime.

Officers shall work in accordance with a schedule determined by the Chief of Police or his designee, in order to achieve even out hours for all member, even if it causes them to deviate from their regular shifts. The Chief of Police shall determine the manning levels, that is, the exact number of patrol officers for each of the two (2) shifts and the four (4) platoons that are necessary for the 3/3 12 schedule. In addition, the Chief of Police shall have the managerial right to alter said manning levels, from time to time, as he deems appropriate for and necessary to ensure the efficient operation of the department and/or where said adjustments shall be in the best interest of the department. Minimum manning levels must be met, or the Chief of Police has the managerial right to cancel the 3/3 schedule if the manning levels are not met.

The decision to revoke the 3/3 schedule must consider if the determining factors of training and special events, depleted the pool of officer availability significantly to affect the maintenance of established staffing levels. Failure to maintain an increased minimum manning level beyond the normal operating levels, when they are deemed necessary by the Chief of Police, shall not constitute a failure to maintain staffing levels as previously stated.

Sergeants are not to be calculated as part of minimum staffing for police officers. Police officers are not to be utilized in the capacity of supervisors.

During the duration of the Police Department's utilization of the current used 12-hour shift schedule, compensatory time of 116 hours per year will be accrued by the officers. All such time will be given in one (1) to one (1) hour compensatory time. The 116 compensatory hours may be

used at a later time and date but must be used by the end of the calendar year accrued or forfeited. Once these days have been scheduled for the year, the days cannot create overtime by the utilization of a previously non utilized vacation day without expressed consent of the Chief of Police.

Requests for this time are granted if when the request is made the existing schedule at that time provides that minimum manning will be met inclusive of the time off sought. If the Local Office of Emergency Management has declared a formal emergency which affects manning such as the possible flooding of the Passaic River and its consequences, then request for the time due which were already scheduled at the time of the emergency, may if they affect manning, be denied, refer to provisions under Article XI, Section D. Time due which is submitted with six (6) weeks of the date sought may be denied for the manning purposes as set forth above and may also be denied if there is an ongoing emergency which may affect manning which is declared by the Local Office of Emergency Management. Other time due may be changed if it is outside the six (6) week schedule it cannot be taken away and employees who are recalled who have such time due shall receive overtime. Police officers working the 3/3 12-hour schedule shall be compensated for overtime at the rate of time and one half for duties performed in excess of their regularly scheduled hours. An officer shall have the option to receive, in lieu of cash, compensatory time off at a one and one half to one ratio.

The parties recognize that detectives may occasionally require flexible scheduling. Accordingly, it is agreed that detectives or traffic officers may at their option and with the consent of the Chief of Police adjust their shift schedule by returning to duty without having sixteen (16) hours off

between shifts. As a result, they may work more than eight (8) hours in a day. (For purposes of detective's day, a day shall be the 24-hour period starting with the hour that is first worked) Any such voluntary shift adjustment shall not result in the payment of overtime. Detectives or traffic officers may work an eight-hour work schedule or a ten-hour work schedule. However, if the detective or traffic officer is required to work more than 8 to 10 hours consecutive on any shift, or more than 8 to 10 hours in a day, he/she shall be paid overtime in accordance with the provisions of this Article.

An officer or detective or traffic officer who is assigned to a forty-hour work week shall be compensated at the rate of time and one half for duties required to be performed in excess of their regularly scheduled forty-hour work week or duties required to be performed in excess of eight or ten hours in a day. All police officers shall have at their option to receive, in lieu of cash, compensatory time off at one and one half to one ratio.

The Chief of Police at his discretion may assign an officer or detective or traffic officer to a forty-hour week. eight-hour shifts. Accordingly, an officer or detective or traffic officer shall not be required to work more than eight (8) hours in a day.

The parties recognize that, as the result of normal scheduling, detectives voluntarily and with the Chief of Police's permission may work thirty-two (32) hours in one week and forty-eight (48) hours the following week. Any such disparity in the number of hours worked in any one week as the result of normal scheduling shall not result in the payment of overtime. Any such hours worked over the normal schedule shall be compensable as overtime in accordance with this



article. The parties agree that an Officer or a Detective or Traffic Officer may at their option and with the consent of the Chief of Police adjust their shift schedule by returning to duty without having sixteen (16) hours off between shifts. An Officer or Detective or Traffic Officer may at their option and with the consent of the Chief of Police adjust their shift schedule by returning to duty without having sixteen (16) hours off between shifts. An Officer or Detective or Traffic Officer may at their discretion and with the consent of the Chief of Police work in excess of eight to ten (8-10) consecutive hours and not receive overtime. The hours worked in excess of eight to ten (8-10) hours in an eight-hour day must be taken off within the twenty-eight-day period beginning with the Officer or Detective or Traffic Officer's first scheduled day. However, if the Officer or Detective or Traffic Officer is required to work more than eight (8) to ten (10) consecutive hours on any shift, or more than eight (8) or ten (10) consecutive hours in a day, he/she shall be paid overtime in accordance with Article (For purposes of an Officer or Detective or Traffic Officer, a day shall be the 24 hour period starting with the hour that is first worked).

The superior officer in charge of scheduling shall make the advanced planning schedule available to individual officers for their convenience in scheduling leave. The parties recognize that the advance-planning schedule is a planning tool and does not constitute approval of leave requests, except to the extent that vacations have been approved in accordance with the Article VII.

After 4 PM Sergeants may approve or deny time off for the following three-day period only: Saturdays, Sundays, or Mondays, and shift II for the following day.

**ARTICLE XIII – HOSPITALIZATION**

The Township shall maintain all present hospital and medical insurance programs in effect at the current benefits level provided through the New Jersey State Health Benefits Program. The Township has the right to substitute insurance carriers provided that they shall maintain equal or better coverage at the current benefits level provided through the New Jersey State Health Benefits Program. No coverage shall be changed without prior consultation with the PBA. The PBA agrees to contribute to healthcare benefits in accordance with the New Jersey State law.

**ARTICLE XIV – OCCUPATIONAL INSURANCE**

The Township shall obtain standard insurance for false arrest, malicious prosecution and liability for acts and omissions within the scope of police employment in amounts and from insurance considered appropriate by the Township Committee. The Township will provide the Association with one (1) copy of each policy required by this Article.

**ARTICLE XV – COURT ATTENDANCE/JURY DUTY**

- A. Court Attendance. Officers not otherwise performing police duties who are required to attend a criminal/civil court proceeding shall be entitled to receive, and Township shall pay, compensation in accordance with the following schedule:

1. When such attendance or appearance occurs during the officer's assigned duty hours, he/she shall suffer no loss in compensation.
  2. When such attendance or appearance occurs outside the officer's duty hours, he/she shall be compensated for a minimum of three (3) hours at his/her regular contracted rate. When such court appearance time is in excess of the officer's 12-hour, 10- hour or 8-hour schedule, he/she shall receive compensation in accordance with Article XII of this Agreement. When the officer completes his/her testimony he/she shall be released from duty, unless prisoner transportation is required, and/or there is an ongoing emergency crisis, which would require addition overtime manpower in the absence of the officer present court.
- B. Jury Duty. Officer shall be given time off with pay for jury duty mandated by the courts. Upon completion of jury duty, the officer shall give the Chiefs a statement of the duration of the jury duty signed the court clerk.

#### **ARTICLE XVI – HOLIDAYS AND PERSONAL ABSENCE**

- A. Holiday pay will be included in Base pay in every step of the salary guide and no officer shall receive any additional pay or time off for holidays.
- B. Each employee who has notified the Chief of Police shall be entitled to remain absent from normally scheduled police duties for a total of twenty-four (24) hours of his own selection, with pay, at the discretion of the Chief of Police. Recall of approved personal

time will be outlined in Article Xi, section D. unless otherwise approved by the Chief of Police, personal time must be utilized in minimums of four (4) hour blocks.

### **ARTICLE XVII – REIMBURSEMENT FOR EXPENSES**

Each officer shall be reimbursed or afforded expense funds for all extraordinary expenditures not otherwise compensable by the Township, incurred by the employee for job-related functions. A function shall be job related if it occurs during or results from the performance of police duties and is not otherwise compensated. Meals during the officer's regular shift in the Township are not compensable.

The following schedule controls where applicable:

<b><u>Item</u></b>	<b><u>Compensation</u></b>
Use of personal automobile	Milage to IRS rate of the current year

<b><u>Item</u></b>	<b><u>Compensation</u></b>
Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$25.00

**ARTICLE XVIII – SICKLEAVE**

A. For purposes of this Article the following definitions shall control:

**SICKLEAVE** – Periods of time when an officer is unable to work because of sickness, illness, injury, or other physical ailment.

**RETIREMENT** – Termination of employment by an officer who has more than ten (10) years of service with the Long Hill Township Police Department. The officer's vested rights in the Police and Fireman's Retirement System or any other pension system shall be irrelevant in the context of this Article.

B. Officers with one (1) or more years of service shall receive ninety-six (96) paid sick leave hours per year. Officers with less than 1-year service shall receive eight (8) hours of sick leave per month from the date of regular employment up to and including December 31 of the then current year, no to exceed eighty (80) hours.

C. Each officer's right to accrue sick leave benefits shall be governed by the following provisions:

1. Any officer hired on or after January 1, 1987, may accumulate an unlimited amount of sick time as that term is defined hereinabove. Any accumulated sick leave not used by the officer during his period of employment shall lapse at the time of the officer's retirement

or separation from the department. Officers subject to this section shall not be entitled to apply their accumulated sick leave toward early retirement nor shall they be paid in one lump sum at the time of retirement or separation.

### **ARTICLE XIX – REIMBURSEMENT FOR EDUCATION COURSES**

The Township shall compensate each officer who, during the course of his employment with the Long Hill Township Police Department, to utilize up to Rutgers University New Brunswick per credit cost of tuition.

Payment for each credit earned shall be made upon receipt of a certificate that the officer has attained a grade of “C” or better. In addition, the Township shall reimburse each officer engaged in such college program for the cost of required books and tuition charges not paid or eligible under other educational aid programs, upon receipt of a certificate that the officer has attained a grade of “C” or better. All required books purchased pursuant to this Article shall become the property of the person successfully completing said course of study. College credits and fees shall be limited to a maximum per credit at the undergraduate credit rate for Rutgers University, New Brunswick Campus.

All members will receive a \$750.00 increase into base salary as an education incentive, and no member is entitled to any stipend amount for any degree they have earned.

**ARTICLE XX – TERM OF EMPLOYMENT**

The Township agrees that the employment of officers covered by his Agreement shall be indeterminate and continuous.

**ARTICLE XXI – DISCIPLINE**

Discharge, suspension, fines, removal or demotion may be imposed only in accordance with R.S. 40A:14:147. Counseling notices, oral accordance with Police Department regulations counseling notices and oral reprimands may be appealed only to the Chief of Police level.

Written reprimands only may be appealed to the Township Committee Liaison to the Police Department by filing a written appeal with the Committee Liaison to the Police Department by filing a written appeal with the Committee Liaison within seven (7) days of receipt of the Police Chief's determination. The determination of the Township Committee Liaison shall be final and there shall be no right of appeal from that determination.

**ARTICLE XXII – OFF DUTY EMPLOYMENT**

A. An officer shall be entitled to engage in and obtain other lawful work while off duty under the following conditions:

1. Outside employment, which requires the carrying of a firearm as a condition of employment, is prohibited.
2. In no event shall an officer wear his Long Hill Township uniform or carry his department firearm or other department issued equipment during the course of such outside employment.
3. It is understood that the officer will consider his position with the Township as his primary employment. Any off-duty employment or activity shall not interfere with the officer's efficiency in his position with the Township and not constitute any real or perceived conflict of interest with his position as a Long Hill Township Police Officer.
4. If an employee is off duty employment impairs the employee's performance of his police duties, or if conflict of interest subsequently arises, the Chief of Police shall direct that such off-duty employment be discontinued. Failure to heed such directive may result in disciplinary action being taken against the officer in accordance with this Agreement.
5. Information concerning off duty employment shall be filed with the Chief of Police. The information provided to the Chief of Police shall be on forms approved by the Chief of Police and include the officer's name and address, and the current employer's name, address, and phone number so that the officer can be contacted in an emergency situation.

### **ARTICLE XXIII – PBA MEETINGS AND CONVENTIONS**

#### Section 1

In accordance with the provisions of N.J.S.A. 40A:14-177, the Township shall give a leave of absence with pay to members of the PBA who are duly authorized representatives of the New



Jersey State Police Association, Inc. to attend county, state, or national conventions of such organization, in accordance with the parameters set forth herein below. A certificate of attendance at the state convention shall, upon request, be submitted by the representative so attending. The leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention. Scheduling for the PBA convention will be in accordance with Article VII.

The parties hereto agree that one PBA representative shall be entitled to attend a monthly county or state meeting, if the PBA has given the Police Chief seven (7) days notice of such meeting. The PBA representative if scheduled to work the day shift, will be granted the day off to attend the meeting. If the PBA representative is scheduled to work the night shift on the day of the meeting, the representative will have the choice of taking off the shift prior to the meeting or the shift after the meeting, provided that the required notice was given to the Chief of Police. The President or one member of Local 322 shall be allowed to attend Local 322's PBA monthly meeting while on duty. The officer attending shall notify the Shift Supervisor at the beginning of the shift.

## Section 2. PBA Business and Administration

The PBA officials will be allowed to conduct a reasonable amount of PBA business while on duty, including but not limited to, banking and meeting with rank-and-file members. The parties recognize that the PBA may use alternative personnel for various functions as designated by the PBA.

PBA president and delegate will be allowed to attend mini and main conventions annually.

#### **ARTICLE XXIV – LEGAL DEFENSE**

Whenever an officer is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the Township Committee shall provide said officer with the necessary means for the defense of such action or proceeding by reimbursing the officer for reasonable attorney fees paid by the officer to an attorney of the officer's choice at an hourly rate not to exceed the then current rate charged by the Township Attorney. Any charge in excess of the Township Attorney's rate shall be the sole responsibility of the officer. This provision shall not apply to the officer's defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the officer, he shall be reimbursed for the expense of his defense.

#### **ARTICLE XXV – NON- POLICE DUTIES**

No officer shall be required to hand wash police cars, shovel snow from sidewalks at Police Headquarters or perform any other similar duty which would clearly not fall within the generally accepted job description for police officers.

**ARICEL XXVI – GRIEVANCE PROCEDURE**

It is the intent of the parties to this agreement that the grievance procedure provided for the herein shall serve as a means for peaceable settlement of any and all disputes concerning the interpretation, application, or violation of policies, agreements and administrative decisions, except matters determined by PERC to be nonnegotiable management prerogatives and except disciplinary matters which are covered by Article XXI of this agreement.

- A. Any aggrieved police officer shall present his grievance within ten (10) calendar days of its occurrence, or such grievance shall be deemed to be waived by the Association and employee.
- B. In the event of such grievance, the steps hereinafter set forth shall be followed.

Step 1.

The officer and the Association representative of the officer, individually, but in the presence of the Association representative, shall file a grievance in writing with the Chief of Police. The Chief shall then render his decision in writing and serve it upon the PBA within ten (10) calendar days of his receipt of the grievance. If the officer and the Association representative are not satisfied with the Chief's decision, they shall sign a written complaint and file the grievance with the Administrator within ten (10) calendar days of the Chief's decision.

Step 2.

The Administrator will consider the grievance in the presence of the complainant, the Police Chief, the employee and the Association representative. The Administrator will render a

decision, the officer and the Association representative shall sign a written appeal and file it with the Township Committee within ten (10) calendar days of the Administrator's decision.

Step 3.

The Township Committee shall consider the grievance in the presence of the complaint, the Police Chief, the employee and the Association representative. The Township Committee shall have a minimum of seven (7) days and a maximum time of thirty (30) days from receipt of the appeal to act on said grievance. In the event that the grievance is not settled before the Township Committee, the matter shall proceed to arbitration.

- C. All grievances that reach the Township will be heard in private in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq., unless all the individual officers whose rights could be adversely affected request in writing that such matter or matters be discussed at a public hearing.
- D. If a grievance is not appealed to the next step within the specific time limit or and agreed extension thereof, it shall be considered settled on the basis of the Township's last answer. If the Township does not answer an appeal of grievance withing the specific time limits, the Association may elect to treat the grievance as denied at the step immediately appeal the grievance to the next step.

#### **ARTICLE XXVII – ARBITRATION**

- A. If a grievance is not satisfactorily settled under Article XXVI, paragraph C, step 3, it may be submitted to arbitration by either party, provided notice in writing of the intent to do so is given to the other party within twenty-five (25) calendar days of the Township

Committee's decision under Article XXVI, paragraph C, step 3. However, if the existing statutes of the State of New Jersey make different provisions for the arbitration, the provision of the State statute shall prevail.

- B. After giving notice of intent to arbitrate as provided in paragraph A above, the moving party must request the Public Employment Relation Commission to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fee and other expenses shall be borne by the parties respectively.

#### **ARTICLE XXVIII – EMBODIMENT OF AGREEMENT**

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of policemen in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be submitted to collective bargaining. Any prior commitment or agreement between the Towns and the Association or any individual employee covered by this agreement is hereby superseded.

#### **ARTICLE XXIX – CHECK OFF**

The Township as Public Employer, agrees to deduct the initiation fee and/or dues of forty dollars

(\$40.00) per month, twenty dollars (\$20.00) to be deducted from each pay or such other rate as shall be designed by the PBA from the wages of each officer who is a member of the Association and to forthwith remit the same to the President of the Association, or to such other person as may be named as President of the Association. The Township shall be furnished by the Association, as a condition precedent to the deduction of the amounts referred to herein, a sufficient and proper written authorization, in accordance with R.S. 52:14-15.9(e) from each officer whose salary such deduction are to be made, authorizing the deduction of fees and dues as heretofore provided. The Association agrees to indemnify and shall be responsible for any claims presented by an officer against the Public Employer regarding or concerning dues check-off.

#### Section 2. Check off and Dues Deduction.

- A. The Township agrees to deduct from the salaries of its employees subject to this Agreement, dues for the PBA. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15.9(g). Dues shall be transmitted to the PBA on a monthly basis.
- B. A check – off shall commence for each employee who signs a properly dated authorization card supplied by the PBA and verified by the Township Treasure during the month following the filing of such cards with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from each employee, or an official notification on the letterhead of the PBA, and signed by the President of the PBA advising of such changed deduction.

- D. The PBA will provide the necessary “check-off authorization” form, and the PBA will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.
- E. The authorization shall remain in full force and effect during the full term of an employee’s employment, unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request to withdraw from the Association to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer’s payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30<sup>th</sup> day after the employee’s anniversary date of employment.
- F. Employees may voluntarily pay a fair share fee to the Union. The requirements regarding the fair share fee shall be applied consistent with the U.S. Supreme Court’s June 27, 2018, decision in Janus v. AFSCME, Council 31 and the New Jersey workplace Democracy Enhancement Act.
- G. The PBA shall indemnify, defend and save the Township harmless against any and all 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 as furnished by the PBA to the Township, or in reliance upon the office notification on letterhead of the PBA signed by the President of the PBA advising of such changed deduction.

**ARTICLE XXX – SEVERABILITY**

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court of administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the even any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification of revision of such clause or clauses.

### **ARTICLE XXXI – EXPIRATION OF CONTRACT**

#### Section 1

This contract shall cover the period *nunc por tune* from January 1, 2024, through December 31, 2027, and shall continue to bind the parties during any period December 31, 2027, until such time as a successor agreement is achieved by the parties hereto.

#### Section 2

Negotiations for the renewal of this contract, of for the execution of a new contract, shall begin no later than September 1, 2027.



**ARTICLE XXXII – EXTRA DUTY EMPLOYMENT**

Officers providing extra duty employment will be compensated at a rate of the highest paid officer's overtime rate. Extra Duty Employment shall include but not limited to construction traffic duty, when such work is provided through the police department and when the Officer is paid by such third party. There will be a four-hour minimum pay for scheduled work that does not last beyond the four-hour minimum. Following the four-hour minimum, there will be two-hour blocks of minimum pay, until the full schedule time is met. Should the State of New Jersey establish an hourly cap at a rate less than what is stated here, the Township shall not be liable for the difference.

**ARTICLE XXXIII – EMPLOYEE AND MANAGEMENT RIGHTS**

Section 1

The rights of both Township and the PBA shall be respected, and the provisions of this Agreement for the orderly settlement of all questions regarding such rights, shall be observed.

Section 2

The Township agrees that all lawful benefits and terms and conditions of employment existing at the commencement of this Agreement shall be continued in effect in accordance with New Jersey law.

### Section 3

Officers shall retain all civil rights under the New Jersey State and Federal Law. No Officers, however, shall be disciplined or discharged without just cause. Any such disciplinary or discharge proceedings, or any complaint shall be processed in accordance with the law. Any Officers shall have the right to counsel at any such hearing.

### Section 4 Non-Discrimination

The Township agrees that there shall be no discrimination of favoritism for reasons of sex, age, race, nationality, religion, and political affiliation. The Employer and the PBA agree not to interfere with the right of Officers to become or not become members of the Union and further agree that there shall be no discrimination or coercion against any Officers because of Union membership or non-membership.

### Section 5 Management Rights

It is the right of the Employer to determine the standards of service offered by its agencies; to determine the standards of selection for employment to direct its officers, to schedule work , to take disciplinary action with just cause; to relieve its officers from duty because of lack of work or for any other legitimate reasons; to maintain the efficiency of its operation; to determine the methods, means, and personnel by which its operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its missions in emergencies; and to exercise complete control and discretion over its organization and the technology of performing work.

**ARTICLE XXXIV – 1:1 TIME**

THE Police Department shall keep a separate bank of accrued time for each officer that shall be known as 1:1 time, which derives its name because it is earned at a rate of 1 hour of accrued time for every hour worked. Hours accrued as 1:1 time shall be tracked separately from overtimes/comp time and other accrued time. The Chief of Police or their designee may, at their sole discretion, offer to officers 1:1 hours in lieu of pay for any reason not set forth in this contract, including, but not limited to:

1. Officers' agreement to work hours on a shift to which they were not assigned nor ordered to work, including but not limited to officers who voluntarily switch from day shift up to night shift (typically, officers are awarded four hours of 1:1 time for agreeing to work a 12-hour night shift);
2. Officers' agreement to convert unused accrued personal days in their bank balance as of 12/31 in any given year to 1:1 hours;
3. Officers' attendance at pre-approved classes or training, including marital arts, at the discretion and with the approval of the Chief of Police or their designee; and
4. Officers' agreement to work special tours of duty, including but not limited to parades, special events or unplanned circumstances.

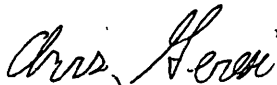
The parties understand that the use and accrual of 1:1 time shall be monitored by the Township Administrator and the Employer, at its sole discretion, may circumscribe or limit the purposes for which 1:1 time may be earned with or without notice to the union. All 1:1 time shall not be

carried year to year and shall be forfeited on December 31 if not used in the year it is earned, with the following exception: 1:1 time earned after December 1 of any year may be used in the succeeding January, February and/or March, with the express prior approval of the Chief of their designee, but will be forfeited if not used by the end of March.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals or caused these present to be signed by their corporate officers and the corporate seal to be affixed on the day and year first above written.

**PBA LOCAL 322**

**ATTEST:**

  
\_\_\_\_\_  
(President)  
PBA Representative

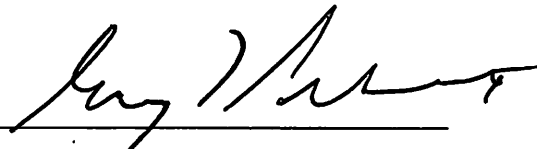
  
\_\_\_\_\_  
(Delegate)  
PBA Representative

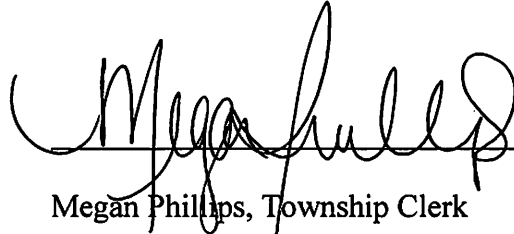
DATE: 08/23/24

DATE: 8/26/24

**TOWNSHIP OF LONG HILL**

**ATTEST:**

  
\_\_\_\_\_  
Guy Pischia, Mayor

  
\_\_\_\_\_  
Megan Phillips, Township Clerk

DATE: 8/26/24

DATE: 8/26/2024