

2059

Agreement  
Between  
Mayor and Council, Township of Burlington  
and  
Fraternal Order of Police  
Burlington Township Police Lodge #84  
1992 and 1993  
(Patrolmen and Detectives)



PREAMBLE

This Agreement entered into by the Mayor and Council of the Township of Burlington, hereinafter referred to as either the "Employer" or "Township" and the Fraternal Order of Police, Burlington Township Police Lodge #84, hereinafter referred to as the "Employees" or "Lodge", has as its purpose the promotion of harmonious relations between the Employer and the Employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.



I. RECOGNITION:

The Township recognizes the Fraternal Order of Police, Burlington Township Police Lodge #84, as the exclusive collective negotiating representative for full-time sworn police officers employed by the Township and assigned as Patrolman or Detectives.

The Township agrees to deduct the dues of members of the Lodge from wages due to those members in accordance with a certification provided to the Township and signed by the Secretary of the Lodge setting forth the amount of the dues and the names of the members of the Lodge. The Lodge will provide the necessary check-off authorization form to the Township.

The Township agrees, pursuant to the provision of N.J.S.A. 34:13A-5.5 to deduct from the wages due to non-member employees included within the bargaining unit, a representation fee in lieu of dues for services rendered by the Lodge in an amount equivalent to 20% of the regular membership dues charged by the Lodge to its own members.

The Lodge shall indemnify, defend, and save harmless the Township from any cause of action, claims, loss of damages incurred as a result of this Article.

II. GENERAL RULES:

A. The proposed salary ranges shall be established and applied to all authorized classified positions, except where positions and salary are set by statute.

B. Employees possessing rights under N.J.S.A. 40A:9-5 or possessing special skills or experience may be hired in excess of the minimum hiring rate at the discretion of the Employer. Except as otherwise provided under N.J.S.A. 40A: 9-5, no employee may be hired at a rate of pay higher than that specified for an "after first year employee" under this contract.

C. Whenever an Employee is promoted or reclassified from one class or title to another having a higher salary range, or when the salary range of his classification is increased, his salary shall be adjusted to a minimum of the new range or to his old rate, whichever is higher.

D. Rates of compensation provided for in these regulations are fixed on the basis of full-time service.

E. During the term of this Agreement, the pay scales will not be reduced unless by mutual agreement of both parties.



F. All salaries and wages shall be paid weekly. All police overtime will be paid weekly.

G. Gender Statement

Unless the context requires otherwise, the masculine shall include the feminine and the singular shall include the plural.

H. Equal Treatment

1. The Employer and Employee agree that there shall be no discrimination against any police officer because of race, creed, sex, age, nationality, religion, marital status, or political affiliation.

2. The Employer and Employee agree that all police officers covered under this agreement have the right, without fear of penalty or reprisal, to form, join, and assist any Employee organization or to refrain from such activity. There shall be no discrimination by the Employer or Employee against any officer because of the officer's membership or non-membership or activity or non-activity in the police organization.

3. The Employer and Employee agree that all police officers covered under this Agreement will be treated equally in all cases of determining vacation schedules and assignments to specialized units, except when otherwise provided for in this Agreement.

I. Seniority

Seniority is defined to mean the accumulated length of continuous service with the department, computed from the date of permanent appointment. An Employee's length of service shall not be reduced by time lost due to absence for a bonafide illness or injury, certified by a physician not in the excess of six (6) months or one (1) year if worked related.

If a question arises concerning two (2) or more employees who were hired on the same date, the following shall apply:

Seniority preference among all Employees shall be determined by the order in which such Employees were listed on the Department of Personnel's Certification List at time of hire.





The Employer shall maintain an accurate up-to-date seniority roster showing each Employee's date of permanent or temporary employment, classification and pay rate, and shall furnish copies of same to the Lodge representative upon request.

Except where New Jersey Department of Personnel Statutes require otherwise, in all cases of promotions, demotions, layoff, recall, vacation schedules, and other situations where there is a substantial employee advantage, the employee with the greatest amount of seniority shall be given preference, provided he is qualified to perform the work involved.

J. Work and Grieve

The principal of "work then grieve" shall apply in all cases.

K. Retired Employees

Any employee who retires prior to contract settlement shall receive all benefits derived from the contract during the period worked that was covered by the contract.

L. Definitions

The following terms have been defined for the purpose of understanding this Agreement.

1. Public Safety Director/Chief Law Enforcement Officer: Chief Executive Officer of Burlington Township Police Department.

2. Supervisor: A member of Burlington Township Police Department assigned by the Public Safety Director/Chief Law Enforcement Officer to a position requiring him to exercise immediate supervision over the activities of other members and employees.

3. Detective: A member of Burlington Township Police Department who is assigned by the Public Safety Director/Chief Law Enforcement Officer to conduct criminal investigations in civilian clothing.

4. Patrolman: A member of Burlington Township Police Department who is assigned by the Public Safety Director/Chief Law Enforcement Officer to the uniformed patrol division.

5. Employee: Any patrolman or detective of Burlington Township Police Department.



6. Employer: The Mayor and Council of Burlington Township or their designated representative.

7. Township: Burlington Township Municipal Government.

8. Designee: An individual assigned by the Public Safety Director/Chief Law Enforcement Officer to carry out a specific function.

9. Lodge: Fraternal Order of Police, Burlington Township Lodge #84.

10. Emergency situations: exist whenever public safety is endangered or imperiled as determined at the sole discretion of the Public Safety Director/Chief Law Enforcement Officer, or his designee. Examples of the later condition might be a riot situation, a natural or man-made disaster, or an act of God.

11. Advisory Committee: shall consist of the members from the Department Cooperative Team from the "Quality Through Partnership" program.

### III. MANAGEMENT'S 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 by applicable laws and regulations of the State of New Jersey, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the Township, its properties and facilities, and the activities of its employees, subject to the New Jersey Employer-Employee Relations Act;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications, conditions for their continued employment or their dismissal, fine, suspension, or demotion, and to promote, and transfer all such employees; all in accordance with applicable laws and regulations;

3. To establish programs and objectives, including special programs, and to provide for all needs and services for residents of the Township and persons who utilize Township services, all as deemed necessary or advisable by the Township;



4. To decide upon the means and methods of providing all services, selection of equipment, materials, and the utilization thereof by Township employees of every kind and nature;

5. To determine work schedules, the starting and ending hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto;

6. To determine emergencies and the means or manner to cope therewith and to determine when said emergencies have terminated.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Township, the adoption of policies, rules, regulations, practices, resolutions and ordinances, in furtherance thereof; and the use of judgement and discretion in connection therewith; shall be limited only by the specific and express terms of this Agreement and applicable laws and regulations and then only to the extent such specific and express terms hereof are in conformance with the applicable laws and regulations of the State of New Jersey.

C. Nothing contained herein shall be considered to deny or restrict the Township of its rights, responsibilities and authority under any national, state, county or local laws, regulations, resolutions or ordinances.

D. All of the foregoing powers, duties and authority shall be exercised or not exercised at the sole discretion of the Township and the exercise or lack of exercise thereof shall be at the sole discretion of the Township and reviewable, if at all, only to the extent provided for by law.

IV. COMPENSATION, HOLIDAYS, LEAVE ENTITLEMENT, OVERTIME  
COMPENSATION, AND WORKING CONDITIONS:

A. Salary and Wages

1. All Employees in classifications listed below will receive the salary and wages set forth within for the year indicated. Said salary and wages and overtime will be paid retroactively to the year of entitlement and shall be payable upon effective date of Township's Salary and Wage Ordinance.



Police Officer:

	<u>1992</u>	<u>1993</u>
Starting	\$27,250.00	\$28,612.00
1st	29,250.00	30,712.00
2nd	31,250.00	32,812.00
3rd	34,250.00	35,962.00
4th	40,346.00	42,363.00

Police Officer (assigned as  
a Detective):

All police officers assigned to the Detective Division shall receive an annual salary adjustment of \$500.00 effective January 1, 1992. Effective January 1, 1993, officers assigned to the Detective Division shall receive an annual salary adjustment of \$1,000.00

For payroll purposes, these increases shall not be included in computing any and all overtime, holiday pay, and longevity.

2. Longevity pay will be paid weekly to all classified permanent employees covered by this contract in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>% of BASE WAGES</u>
5 Years	2-1/2 %
10 Years	5 %
15 Years	7-1/2 %
20 Years	10 %
25 Years	12-1/2 %

3. In addition to base salaries, Employees shall receive a shift differential to provide additional compensation for hours actually worked as follows:

- a. 8:00 PM to 8:00 AM - .50 hr. - 1992
- b. 8:00 PM to 8:00 AM - .70 hr. - 1993

Those Employees reporting out sick during these shifts will be paid at the base rate, without benefit of shift differential compensation assuming proper sick leave procedures have been followed.





B. Overtime

1. Overtime shall be computed at one and one-half (1-1/2) times the normal rate of pay for those hours worked over the normally scheduled work shift.

2. Overtime shall be distributed equally, insofar as practicable, among the Employees who are qualified and able to perform work. Supervisors shall maintain and post on a continual basis, a list of Employees and the actual overtime hours worked and actual overtime hours refused by each Employee. However, Employees will not be permitted to work an entire overtime shift without an eight (8) hour interval between his last scheduled shift and the overtime shift, unless the Employer deems that emergency circumstances prevail.

a. All overtime distribution shall be on a yearly cycle;

b. Assuming that proper notification has been given for an absence that requires calling in of additional personnel, the Employer shall call in that Employee with the lowest amount of overtime posted. Should the Employer fail to call in the proper Employee under these circumstances, then the Employer shall pay only the affected Employee for the amount of time erroneously assigned. Said time shall then be charged to the affected Employee. The effected Employee shall have the choice of being paid at the rate of time and one-half (1-1/2) or receiving compensation time at the rate of time and one-half (1-1/2). The Employer shall make all attempts to follow this practice. However, given the emergent nature of police work, certain situations may prevail where adherence to this practice may not be practical. In such circumstances, the remedy for mistakes in overtime assignments will be limited to entitlement to subsequent overtime opportunities.

c. If the Employer desires to fill scheduled short shifts, it shall make reasonable efforts to do so within the first four (4) hours of the preceding shift.

3. The Employer shall diligently attempt to give Employees advance notice on all overtime work.

4. If the Employer cannot fill its overtime requirement after exhausting all of the procedures for any given classification as herein set forth, then those Employees who are in said classification with the least amount of logged overtime will be assigned to do the work.



5. Employees called in to work from home on a call-out, outside their regular work day, shall be guaranteed a minimum of two (2) hours pay between 8:00 AM and 12:00 midnight and three (3) hours pay between 12:00 midnight and 8:00 AM, at an hourly rate equal to one and one-half (1-1/2) times the Employee's hourly rate.

C. Appearance In Court

1. An Employee required to appear in any court as a direct result of his police duties, on his off-duty hours, shall be paid one and one-half (1-1/2) times the Employee's hourly rate for actual hours worked, with a minimum credit of 2 hours at time and a half, unless otherwise prescribed by this Agreement.

2. The Director shall from time to time, issue directives concerning the scheduling of court appearances which are designed to minimize overtime.

a. Overtime-Hours Refused

Hours refused shall be considered as those hours when;

1. An Employee declines such hours after having been requested to work same;

2. An Employee cannot be directly contacted despite reasonable efforts by the Employer, including but not limited to, such efforts as contacting the home of the Employee.

D. Holiday Pay

1. Employees shall be entitled to time off with pay, when possible, as determined by the Employer on each of the following holidays:

New Year's Day (Actual Day)  
Martin Luther King's Birthday  
Presidential Day  
Good Friday  
Memorial Day  
Fourth of July (Actual Day)  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day (2nd Mon. in Nov.)  
Thanksgiving (Festive Holiday--Actual Day)  
Day after Thanksgiving  
Christmas Day (Festive Holiday--Actual Day)



2. Christmas and Thanksgiving are designated as Festive Holidays. Shift Employees working on the actual date of the holiday shall receive, in addition to their regular days pay, an amount equal to two times (2X) their hourly rate of pay for those hours worked on that day.

3. Shift Employees working on the actual date of a non-festive holiday shall be paid, in addition to their regular days pay, an amount equal to one and one-half times (1-1/2) their hourly rate of pay for those hours worked on that day.

4. If any designated holiday falls within an Employee's use of leave entitlement or other scheduled day off, the Employee shall receive:

a. Normal hours straight time for assigned shift for the holiday, plus his regular weekly paycheck; or

b. An additional leave entitlement day upon written request by the Employee to the Employer.

5. In the event an Employee reports out sick the day before, the day of, or the day after a holiday, holiday pay will not be granted unless the Employee produces a doctor's excuse for such absence upon returning to work.

E. Leave Entitlement

1. All Employees covered by this Agreement shall be entitled to leave with pay. Said leave shall be taken during the calendar year. However, an Employee may carry all or any portion of his leave entitlement into the following year. However, leave entitlement days may only be carried forward into the next succeeding year.

2. New Employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.

3. Leave entitlement will be earned by Employees at the rate of one (1) day per month of employment, to a maximum of twelve (12) days. After one (1) year of service, the following schedule shall apply:

After 1 year	12 days
After 6 years	15 days
After 12 years	20 days
After 20 Years	25 days



4. Each Employee shall be allowed up to five (5) additional leave days in lieu of personal leave days. Three (3) paid and two (2) not paid.

5. Each Employee shall receive an additional paid leave day for their birthday.

6. Each Employee assigned to a twelve (12) hour shift shall be entitled to two (2) additional paid leave days per year.

7. All requests for use of leave entitlement must be submitted to his immediate supervisor and shall be submitted at least five (5) days prior to the date requested. Lack of action by Employer within five (5) days will be considered approval of any request.

8. Each Employee will be permitted (five {5} times annually) to make an exception to Paragraph 6, provided the shift is not at minimum coverage at the time the request is made to the shift supervisor, or in accordance with other criteria established by the Employer and made available to the Employees. Requests made under the provisions of this Paragraph will only require the approval of the immediate supervisor.

9. By January 1st of each calendar year, officers will be given a tentative schedule of squad assignments for that calendar year. By January 31st of each year, all Employees affected by this Agreement are encouraged to submit, in writing, any priority requests for leave entitlement. Approval of such requests will be based on seniority preference.

The Employer encourages the Employee to comply with the above paragraph so that the Employer can plan in-service training, special schools, special assignments, and other departmental operation assignments. Failure to comply with the above paragraph could result in the denial of leave entitlement requests due to manpower requirements.

10. Any Employee who is laid off or retired from service of the Employer, prior to taking his leave entitlement, shall be compensated in cash for the unused leave entitlement he has accumulated at the time of separation on a pro-rated basis for the year in which the Employee leaves Township service. An Employee who is separated from service for disciplinary reasons, shall lose any leave entitlement accumulated, but not used.

11. Each Employee shall be notified, in writing, on or before January 1st of each year of his leave entitlement status.





F. Bereavement Leave

1. A maximum of three (3) days off with pay for a death in the immediate family will be granted to permanent full-time Employees. Immediate family is limited to mother, father, sister, brother, spouse, children, and parents of spouse. An additional two (2) days off with pay will be granted for out-of-state travel requirements if the funeral is more than five hundred (500) miles one-way.

2. An Employee will be granted the day off with pay to attend the viewing and funeral of grandparents, brother-in-law, and sister-in-law if said funeral services fall on a scheduled work day. All other bereavement provisions do not provide in this case.

3. Reasonable verification of the event and familial relationship must be submitted upon request within five (5) calendar days of the Employee's return to work.

G. Sick Leave With Pay

Employees shall be entitled to sick leave with pay 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 the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days. Any unused allowable sick leave for any calendar year, not taken in that calendar year by an Employee, shall accumulate to his credit from year to year, and he shall be entitled to utilize such accumulated sick leave with pay, if and when needed. Sick leave for purposes herein, is defined to mean absence from duty of an Employee because of personal illness by reason of which such Employee is unable to perform the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family seriously ill, and requires the presence of such Employee. The Township will have the ability and authority to contact the Employee reporting off sick, to inquire of his condition, and possible return to work date.

2. Sick leave claimed by reason of quarantine or exposure by contagious disease, shall be approved only on the certificate of the local Department of Health.



3. The total years of service after permanent appointment of each such Employee in the Department of Personnel classification, shall be considered in computing accumulated sick leave due and available.

4. Any Employee taking off sick shall notify the duty supervisor at least one (1) hour prior to starting of his shift. If the supervisor is unavailable, then such notification shall be given to duty dispatcher. Continuous failure to give due notification may result in disciplinary action being taken pursuant to Department of Personnel Rules and Regulations. Failure by the Employee to notify duty supervisor or dispatcher if the supervisor is unavailable, could result in the denial of sick leave payment.

5. Employees shall receive one-half (1/2) day for each day of accumulated sick leave at retirement. Sick leave for the year in which retirement occurs will be pro-rated based upon the amount of paid service in the given year. If an employee is receiving sick pay at the time of retirement, such payments shall cease at the effective retirement date and all remaining sick leave shall be paid in a single payment at one-half (1/2) the regular rate.

#### H. Work Schedules

1. Normal work day (shift) shall not exceed twelve (12) continuous hours and normal work week shall consist of not less than thirty-four (34) hours and no more than forty-eight (48) hours.

2. Authorized overtime shall be subject to approval by the Public Safety Director/Chief Law Enforcement Officer or his designee.

3. For the purpose of payroll calculations, the work week shall commence at 12:01 AM Sunday and end at midnight on Saturday.

4. Paychecks will be issued every Thursday at 4:00 PM. The only exception will be if an Employee is exercising leave entitlement during a pay period and wants to be paid in advance, in which case the Employee must provide a written request to the Employer fourteen (14) days prior to the effected pay date.

5. The regular starting time of work shifts will not be changed without five (5) days advance notice to the affected Employee, unless emergent circumstances exist which preclude such notice. New schedules will be posted at least two (2)



weeks prior to their effective date. Requests by an Employee for a schedule change must be submitted to immediate supervisor and shall be submitted at least five (5) days prior to the requested change unless the Employer, in its sole discretion shall agree to a shorter time period. Lack of formal action by the Employer will be considered approval of any request reasonably made.

6. Where the nature of the work involved requires continuous operations on a twenty-four (24) hours per day, seven (7) days per week basis, qualified Employees so assigned will have their schedules arranged in such a manner which will assure, on a rotation basis, that said Employees will have an equal share of Saturdays and Sundays off, distributed as evenly as possible throughout the year.

7. The maintaining of the department's current work schedules (i.e., twelve {12} hour shifts for patrols; ten {10} hour shifts for detectives) shall continue for the life of this Agreement, unless the Employer presents economic reasons for a change or the need for any re-distribution of manpower for the safety of the community. Economic arguments will be based solely on the police department's budget.

#### 8. Minimum Operating Force

To the extent that Township budgetary constraints permit, the maintenance of police department force levels at current standards, as found in sub-paragraph (a) will apply. (Where force reductions are required because of budgetary constraints, minimal operational force levels are to be established through negotiations between Township and Lodge.)

a. The minimum operating force of police shifts will consist of five (5) persons. (Consisting of one {1} desk officer, three {3} patrol officers and a shift supervisor.)

#### I. Leave of Absence

A permanent employee holding a position in the classified service, who is temporarily either mentally or physically incapacitated to perform his duties, or who temporarily desires to engage in a course of study such as will increase his usefulness on his return to service, or who for any other reason considered appropriate by the Mayor, desires to secure leave from his regular duties, may, with the approval of Mayor and Council, be granted special leave of absence without pay for a period not exceeding six (6) months. Any employee asking for special leave without pay, shall submit his request



in writing to the Public Safety Director/Chief Law Enforcement Officer, stating the reasons why the request should be granted, the date when he desires the leave to begin, and the probable date of his return to duty. In each case of special leave without pay, unless provided pursuant to statute, the Mayor and Council shall, at the time the leave is approved, determine whether the employee granted such leave shall be entitled to his former position on his return from such leave, or whether his name shall be placed on the re-employment list for this class.

Any employee granted a leave of absence by the Mayor and Council, not to exceed six (6) months, shall not accumulate seniority while on leave of absence. Medical benefits will be granted while on said leave. Payroll deductions for such coverage will be continued and payable during this period by the employee. Sick and leave entitlement time will be pro-rated on the basis of actual year's service, less leave time. Holidays occurring during such leave period will be unpaid and not transferable to later date(s). Such provisions are accepted in the case of veterans as provided by Federal law.

V. WORKMEN'S COMPENSATION, SAFETY and HEALTH:

A. Employees disabled with job related injuries and unable to work will be granted a leave of absence with pay, for a period of time up to six (6) months with a total accumulation of one (1) year for any occurrence under the same terms and conditions set forth under Section IV, Paragraph I, Leave of Absence, except that Employee shall continue to accrue seniority rights and appropriate fringe benefits and subject to the requirements, that an Employee will endorse any compensation checks received as the result of the disability from the Township insurance carrier over to the Township. During the period of disability, management reserves the right at such times, and under such circumstances as are reasonable, to require a person covered under the provisions set forth herein to undergo a physical examination by a physician of the Township's choosing. In the event said physician determines that an Employee may return to work, the Employee will not receive any pay unless the Employee returns to work. In the event Employee is dissatisfied with the Township physician's opinion, he may, at his cost, seek a second opinion. If said second opinion is at variance with the initial opinion as to the ability of the Employee to return to work, the Township shall obtain from the Burlington County Medical Association a list of five (5) physicians qualified in the area of expertise which is the subject of Employee's medical condition. Said list shall be submitted to the Employee. Within forty-eight (48) hours of submitting the list to employee, both the Township and Employee





shall select and rank, in order of preference, three (3) physicians from the list. If only one (1) physician is the same on both lists, said physician shall be selected for a third opinion. If more than one (1) physician is on both lists, the Township is to determine which of the duplicate physicians the Employee is to consult to obtain a third opinion. If the third opinion supports the Employees contention, the Township shall pay for a third opinion and reimburse the Employee for the second opinion; if the third opinion supports the Township physician's contention, then the Employee shall pay for the third opinion. The decision of the third physician shall be final and binding on the parties.

B. The Employer shall use its best efforts at all times to maintain safe and healthful working conditions and will provide Employees with:

1. Summer and Winter uniforms.
2. Rain gear and rubber pullover boots.
3. Other equipment, tools, or devices reasonably necessary in order to insure their safety and health.

Any uniforms, equipment, tools, or devices provided by the Employer are to be worn or used only during work hours. Such uniforms, equipment, tools, and devices shall remain the property of the Employer, but the Employee shall have sole responsibility for their safe keeping. Uniforms, equipment, tools, or devices which are lost, stolen, or damaged shall be paid for by the Employee to whom such articles were assigned. If such loss is determined to the Employer to have been caused by the Employee's negligence.

During work hours all Employees shall wear the work uniforms provided by the Employer. The Employer shall designate the source, style, material, and all other features and aspects of the uniforms.

Uniforms may not be worn other than while on duty for Burlington Township or during the performance of such special police duties that may be approved by the Public Safety Director/Chief Law Enforcement Officer. Safety equipment and uniforms must be worn as prescribed by the Employer.

C. Safety & Health Rules

All safety and health rules must be obeyed by the Employees.



1. All safety problems are to be reported by the Employee's immediate supervisor, after which they will be reviewed by the Mayor's Safety Committee. All safety and health rules must be obeyed by the Employee and the Employer. The existence of the Mayor's Safety Committee shall in no way affect the Employee's right to grieve under the terms of this contract.

#### VI. GRIEVANCE AND ARBITRATION PROCEDURE:

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

A. Step 1: The Employee shall discuss the grievance or dispute with his immediate supervisor no later than five (5) days after the occurrence of such grievance or dispute. Employees shall be entitled to have representation by a representative of the Lodge at such meeting.

B. Step 2: If the grievance or dispute is not settled as set forth in Step 1 within the five (5) day period, the Employee will then have five (5) days to appeal the decision of his immediate supervisor, in writing, to the Director. Said written grievance shall at a minimum specify the time and date of the occurrence; the nature of the grievance; the portions of the Collective Bargaining Agreement relied upon and the remedy sought. The grievance shall be submitted on the form attached hereto as Annex A. The Director shall schedule a hearing within 21 days of receipt of the written grievance and shall render a decision within seven (7) days after the date of the hearing.

C. Step 3: If the grievance or dispute is not resolved in Step 2 above, the Employee may within five (5) days from the date of the Director's decision, further appeal the matter to the Mayor or his designated representative, who shall have thirty (30) days from receipt of the grievance to resolve same. In the event that the Mayor or his representative takes no action on the grievance within thirty (30) days, the grievance shall be considered denied and the Employee may pursue Step 4 of the grievance procedure.

D. Step 4: In the event that the grievance is still unsettled, the Employee may, within ten (10) days after the Mayor or his representative has made a decision or within ten (10) days after the thirty (30) day period set forth in Step 3 has expired with a decision, apply to the Public Employees Relations Commission, pursuant to Rules and Regulations established by the Public Employee Relations Commission under provisions of Chapter 303, Laws of 1968.



E. In the event of arbitration proceedings involving grievances under this Agreement, the representative of the Lodge involved, if any, shall be allowed time off, with pay, for the purpose of attending such arbitration proceedings. The fees of the arbitrator shall be shared equally by the Employer and Employee. All other costs of the arbitration, such as witness fees, overtime compensation for Employees, etc., shall be the sole responsibility of the subpoenaing party.

In the event of an Unfair Labor Practice proceeding involving Employees covered under this Agreement, the fees of witnesses and overtime compensation for Employees shall be the sole responsibility of the subpoenaing party.

#### VII. DISCIPLINARY PROCEEDINGS:

In the event that disciplinary action is instituted against any Employee, the following shall apply:

A. Notice of Disciplinary Action. The Employer shall cause to be served upon the Employee an appropriate notice specifying the nature of the disciplinary charges, the party bringing the charges (hereinafter Complainant) and any initial action taken. A copy of said notice shall be filed with the Township Administrator.

B. Minor Disciplinary Action. Minor discipline shall constitute a formal written reprimand or a suspension or fine of five (5) working days or less. Below are the prescribed actions to be taken in the disciplinary matters.

##### 1. Letter of Reprimand

a. When an Employee receives a Letter of Reprimand from a supervisor, the Employee will then have five (5) days to request a hearing, in writing, to the Public Safety Director/Chief Law Enforcement Officer, who will schedule a hearing within twenty-one (21) days of receipt of said request. The Public Safety Director/Chief Law Enforcement Officer will render a decision within seven (7) days from the date of the hearing.

b. The Employee may then, within five (5) days from the Director's determination, appeal to the Mayor or his representative, who will have thirty (30) days to resolve the matter.



c. The Employee may apply to appeal the Mayor or his representative's decision within ten (10) days to the Merit System Board or Public Employees Relations Commission, pursuant to Rules and Regulations established by P.E.R.C. under provision of Chapter 303, Laws of 1968.

d. In the event of arbitration proceedings, the cost of witnesses, overtime compensation, etc., shall be the sole responsibility of the subpoenaing party. Costs of an arbitrator shall be borne on a shared basis.

2. Suspension or fine of five (5) workings days or less:

The initial notice shall specify, in addition to the matters set forth in Paragraph A, the time, date, and place of the hearing, which shall be held before the Director of Public Safety for the Township of Burlington, provided in the event that the Director of Public Safety is the Complainant, he shall not act as the Hearing Officer, but the matter shall be heard by the Township Administrator. Any appeal from the decision of the Township Administrator shall be heard by the Mayor in accordance with Paragraph D. Notice and said hearing shall in all respects comply with the requirements set forth in N.J.S.A. 40A: 14-147. Reasonable discovery shall be exchanged between Employer and Employee. At the hearing before the Director, or in the event of disqualification, the Administrator, the party bringing the charges, shall present evidence to establish the charges set forth by the Notice filed. Employees shall have the right to cross-examine any witnesses presented and thereafter to present witnesses or other evidence on his own behalf. The Employee shall, in addition, have the right to be represented at all stages of the disciplinary proceedings by legal counsel. An Employee who has been charged and for whom a hearing has been scheduled shall, no less than seventy-two (72) hours prior to the hearing date, notify the hearing officer in writing what his plea is to the disciplinary charges and if he desires a hearing. At the option of the Employee, the initial hearing before the hearing officer may be waived, and the Employee's right of appeal shall nevertheless be preserved. In the event of such waiver, the hearing officer shall make a determination based on the notice and reports submitted to him and shall decide the matter without any oral testimony or argument.

C. Determination of Hearing Officer: Within thirty (30) days from the date of the hearing or from the date such hearing is waived, the hearing officer shall render his Findings of Fact and Conclusions of Law, which shall indicate and determine if any disciplinary action shall be imposed and the





nature thereof. A copy of said Findings and Fact and Conclusions of Law shall be served on the Employee and filed with the Mayor and the Office of the Township Administrator.

D. Appeal From Decision of Hearing Officer to Township Administrator:

1. The Complainant and the Employee shall have the right within ten (10) days from the service of the determination of the Hearing officer to appeal same to the Township Administrator. In the event that said determination is not appealed within ten (10) days, said determination shall be deemed final and not subject to further appeal pursuant to this Agreement.

2. An appeal from the Hearing Officer shall be taken by filing with the Township Administrator and the Public Safety Director/Chief Law Enforcement Officer a written statement setting forth the decision being appealed and indicating that Employee is appealing from said decision. Within thirty (30) days from the date that said appeal is filed, a hearing shall be held before the Township Administrator. The Township Administrator shall cause a Notice of the Hearing to be served upon the Public Safety Director/Chief Law Enforcement Officer, the Complainant, the Employee, and the Mayor. Said Notice shall specify the time, date and place of the hearing and shall be served no later than seven (7) days before the date set for the hearing. At the hearing before the Township Administrator, the Complainant shall present the basis for the charges set forth in the Notice filed. Both the Complainant and the Employee shall have the right to be represented by legal counsel. The Township Administrator may be represented by the Office of the Administrative Counsel. The Employee shall have the right to cross examine witnesses and may present witnesses or other evidence on his behalf and may testify in his own behalf. Employee shall have the right to be represented through all steps of the disciplinary process by legal counsel of his choosing.

3. Within thirty (30) days from the date of the hearing before the Township Administrator, he shall render his Findings of Facts and Conclusions of Law. A copy of said Findings of Fact and Conclusions of Law shall be filed with the Mayor, the Employee and Public Safety Director/Chief Law Enforcement Officer.

4. The Mayor, within seven (7) days from receipt of the Findings of Fact and Conclusions of law, shall affirm, modify, or reverse the determinations made by the Township Administrator, which action by the Mayor shall be deemed final



for purposes of review, subject to appeal, in accordance with the provisions of law. In the event that no action is taken by the Mayor within seven (7) days after receipt of Findings of Fact and Conclusions of Law, the determination of the Township Administrator shall be considered as the final decision in the matter under this Agreement.

5. At all proceedings where disciplinary action is pending, the Lodge shall have the right to represent the interest of the Employee and to actively participate in his defense. In accordance with N.J.S.A. 40A:14-155, should a disciplinary action which was instituted on complaint of the Township be dismissed or finally determined in favor of the Employee, he shall be reimbursed for the reasonable expense of his defense.

#### E. Major Discipline Action

##### 1. Suspension of fine greater than five (5) days

a. The initial notice shall specify in addition to the matters set forth in Paragraph A the time, date, and place of the hearing, which shall be held before a \* hearing officer for the Township of Burlington. Notice and said hearing shall in all respects comply with the requirements set forth in N.J.S.A. 40A: 14-147. Reasonable discovery shall be exchanged between Employer and Employee. At the hearing before the hearing officer, the party bringing the charges shall present evidence to establish the charges set forth by the Notice filed. Employees shall have the right to cross-examine any witnesses presented and thereafter to present witnesses or other evidence on his own behalf. The Employee shall in addition, have the right to be represented at all stages of the disciplinary proceedings by legal counsel. An Employee who has been charged and for whom a hearing has been scheduled shall, no less than seventy-two (72) hours prior to the hearing date, notify the hearing officer in writing what his plea is to the disciplinary charges and if he desires a hearing. In the event of such waiver, the hearing officer shall make a determination based on the notice and reports submitted to him and shall decide the matter without any oral testimony or argument.

\* Hearing Officer: Employer shall comprise a list of five (5) former or current municipal court judges or retired superior court judges that would be interested and available in serving as a hearing officer. Said list shall be submitted to the Employee within seventy-two (72) hours of receipt. Within seventy-two (72) hours of submitting the list to the Employee, both the Township and Employee



shall select and rank in order of preference, three (3) hearing officers from the list. If only one hearing officer is the same on both lists, said hearing officer shall be selected as the hearing officer. If more than one hearing officer is on both lists, the Employer is to determine which of the duplicates shall serve as the hearing officer.

F. The Employee and the Lodge agree to make Standard Operating Procedure "Internal Affairs", Volume I, Chapter I, Number VI, an Addendum to this Agreement.

G. Rights and Privileges of the Lodge

The Executive Board of the Lodge comprising of five (5) officials shall be granted time off from duty provided it does not unduly interfere with the operation of the department and will not result in overtime payment for replacement officer and shall suffer no loss of regular pay for the meetings of the Executive Board and meetings of the Lodge when such take place at a time when such officers are scheduled to be on duty. "Meetings" is defined to mean the regular monthly meeting and any emergency meeting, not to exceed three (3) emergency meetings per year. The Lodge may have use of a meeting room in the Township building when appropriately scheduled through the proper authority.

The members of the Lodge Negotiating Committee, not to exceed three (3) in number, shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Township and the Lodge for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

A representative of the Lodge (the Lodge President and his designee) shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Township and the Lodge for the purpose of processing grievances, when such meetings take place at a time during which such Lodge representative is scheduled to be on duty.

The Township agrees to grant time off with pay, provided it does not unduly interfere with the operation of the department, and provided the shift is above minimum at the time of request, not to exceed twelve (12) days per year for entire Lodge, to any member who is a duly authorized representative to attend any State or National meeting or seminar of the F.O.P.. This time will be in addition to time off authorized by State law to attend conventions. The request for use of said time will be



made to the Public Safety Director/Chief Law Enforcement Officer and said request shall not be arbitrarily or unreasonably denied. The Lodge member may use said time in whole, halves, or quarters.

#### VIII. FRINGE BENEFITS

##### A. Group Insurance Plan for Employees

###### 1. Hospitalization

The Township shall participate in a Health Benefits program to provide for hospital, surgical, prevailing fee, and major medical benefits coverage. The extent of Township participation shall be limited to the below listed amounts:

Single:	\$2,000.00
Parent & Child:	3,600.00
Husband & Wife:	4,000.00
Family:	6,000.00

Said limits shall only apply to selection of HIP or HMO coverage only.

The Township will provide for a self-insurance program and will contract with HMO and HIP programs. Any difference in the amount between the Township limit and the quoted premium of HIP & HMO shall be borne by the employee through payroll deductions depending upon the plan chosen by the Employee if said difference is greater than the Township's limit. These limits shall also apply to those Employees receiving Health Benefits after retirement for which they will be billed quarterly for any difference between the coverage chosen and the Township limit.

For the life of this contract, the Township limit shall be increased by one-half (1/2) of the average of the cost of living percentage as published by the U.S. Department of Labor for the Philadelphia-Southern New Jersey Region for twelve (12) consecutive months prior to January 1st of the proceeding year.

The plan shall be available for full-time permanent or provisional employees on the first of the month after thirty (30) days of hire (i.e., Employees hired on 8/14 will be put on benefits as of 10/1).





There shall be no changes in the group hospital medical plan or any type of insurance presently maintained and paid by the Employer and the Employees, except in the case of a new plan that is equivalent or better.

B. Dental

The Township shall at its expense provide a dental care program for the Employee and his family. The Lodge may request a renegotiation of the existing dental care program provided by the Township Administrator at least ninety (90) days prior to the end of the term of the existing program.

C. Prescription Plan

The Township shall provide a \$1.00 co-pay paid prescription plan for Employees and their families. The Employee shall pay \$2.00 per month towards the cost of this program by payroll deduction. The Township shall pay the balance of the premium charged for the program. Coverage under leave of absence shall be handled pursuant to Section IV, Paragraph I.

D. Eyeqlass Plan

The Township will provide \$100.00 every two (2) years for those Employees covered under the Township self-insurance health plan for the Employee, spouse, and covered dependents to the maximum of \$400.00 every two (2) years.

Employees will be reimbursed through the Township's purchasing system.

E. Disability Plan

The Township shall provide a State of New Jersey Disability Plan for Employees. Employees will be charged by means of a payroll deduction in an appropriate manner, at whatever rate the State of New Jersey determines to be the cost to the Employee for the life of this contract. Subject to modification by the Lodge during term of contract in the event of modification of the statute relative to mandatory enrollment.

F. Insurance Buy-Back

The Township agrees to make a payment to any Employee who elects to waive their rights to certain insurance coverage provided by the Township. The payment will be on a calendar year basis and will be paid to those Employees who have filed a



waiver of coverage with Personnel for the coming year. The waiver must be filed at least one (1) month in advance of effective date of waiver.

1. The amount of payment per year for a waiver of the medical-surgical-major medical coverage as follows:

Single	\$500.00
Parent/Child	875.00
Husband/Wife	950.00
Family	1,500.00

2. The amount of payment per year for a waiver of the dental coverage is \$70.00; and

3. The amount of payment per year for a waiver of the prescription plan coverage as follows:

Single	\$100.00
Parent/Child	150.00
Family	250.00

If an employee elects to rejoin the Township group coverage, the Employee shall make application to do so, and the Employee shall pay to the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the Employee. Application for re-enrollment can only occur during the normal open enrollment period.

#### G. Health Benefits After Retirement

The Township will provide the established limit for Health Benefits, Prescription Plan, and Dental Plan from date of retirement until the Employee becomes eligible for Medicare. Supplemental coverage will not be provided by the Township. In order to be eligible to receive the limit of Township coverage if the retiree has selected HIP or HMO coverage only, the following conditions shall apply:

1. Twenty-five (25) total years of service with the Township of Burlington as a police officer.

2. An employee who retires prior to fifty (50) years of age after twenty-five (25) years of service as an police officer in Burlington Township shall be entitled to have the Township pay 50% of the present limit with the remainder paid by the retiree.



3. An Employee who retires or is retired after attaining the age of fifty (50) and after twenty-five (25) years of service as a police officer in Burlington Township shall be entitled to have the Township pay seventy-five (75%) percent of the present limit with the remainder paid by the retiree.

4. Upon reaching the age of 55, the Township will be responsible for 100% of the present limit with the remainder paid by the retiree.

5. Benefits will be provided at the same level entering retirement, (i.e., if Employee has eligible dependents at the age of retirement, they will be covered until eligibility ends whether by Employee death or reaching eligible dependent age {23}. No new dependents may be added).

6. Retiree payments must be made to the Township on a quarterly basis. The Township shall notify the retiree in the event of a rate change that will affect quarterly payments. Should payments not be received by the Township on the last day of the month due or within thirty days (30), Township provided coverage may be discontinued. It is fully understood and agreed between the parties that it shall be the retiree's sole responsibility to maintain the prompt payment of any and all co-payment amounts. The Township will endeavor to contact the retiree should payment become delinquent in a reasonable manner.

7. Should a retiree opt not to avail to this benefit and decline participation at any time, there shall be no re-admission or availability of this benefit at any subsequent date.

8. It is the intent of the Township of Burlington to provide for the continuation of existing coverage at a level equal to that at the time of retirement to the eligible retiree, spouse, and eligible dependents until eligible for Medicare. In the event that the chosen coverage provider amends its coverage requirements or imposes conditions on the retiree over which the Township has no actual or contractual control, the Township will not be obligated to provide additional or different insurance coverage to substitute for the coverage at the time of retirement. The Township shall continue such coverage for retirees as is set forth in this Agreement hereafter to the extent such coverage remains permissible under New Jersey law.

Should the retiree opt to select the Township's self-insurance plan, regardless of whichever carrier administers same, the retiree shall only be responsible for payment of the



aforestated percentages to a maximum of the amount of the annual premium. Payment of the appropriate percentage to the Township of Burlington shall be quarterly on the basis of usage as reported to the Township by the self-insured Health Benefits provider. Payment to the Township shall cease when the actual usage is equal to the established annual premium.

9. Employee awarded an accidental (job related) disability will be covered under this provision in accordance with his age regardless of length of service.

H. Life Insurance (Permanent Employees eligible)

The Township of Burlington has Group Life Insurance Plan for members of the Police and Fireman's Retirement System of New Jersey. In the event that an Employee shall be granted a leave of absence due to illness or other incapacity other than that which is incurred within the line of duty, coverage under said leave of absence shall be handled pursuant to Section VIII, Paragraph A, Number 1.

1. There shall be no change in the group hospital medical plan or any type of insurance presently maintained and paid by the Employer on behalf of the Employee, except in the case of a new plan that is equivalent or better.

IX. MISCELLANEOUS:

A. College Credits

The parties agree that the rights contained under Township Ordinance 3:1-6.11, entitled "College Credits", shall be preserved and continued during the terms of this contract.

B. Special Police Officers--Class I and Class II

Special officers shall not be used to replace patrolmen unless no regular officers are available or unless an emergency as determined by Management arises. In no event shall such usage be contrary to the Attorney General's opinion concerning use of special officers.

C. Officer-In-Charge

Where a senior patrolman (defined as a patrolman with a minimum of four {4} years in service) is required to assume the duties of shift supervisor, as assigned by the Public Safety Director/Chief Law Enforcement Officer said patrolman is to be





paid in addition to his normal pay, a rate of \$2.00 per hour for the time during which he is acting in a supervisory capacity. The most senior officer working on any given shift will be appointed as Officer-in-Charge (O.I.C) in the absence of a Sergeant or Lieutenant, as long as said officer has a minimum of four (4) years in service.

D. Personal Vehicles

Employees will be paid twenty cents (\$.20) per mile for use of personal cars for Township business when authorized by the Public Safety Director/Chief Law Enforcement Officer. This proposal will not apply if a police vehicle is made available to the Employee or if the Employee rejects the use of the police vehicle so made available. Mileage allowance will not apply to travel to and from the basic police training academies.

E. Detective's Vehicles

Those employees holding the classification of Detective shall have a Township vehicle made available to him at all times. This use is in consideration of the specific "stand by" status required of these individuals. Police situations may occur over which Management has no control that may preclude the use of said vehicle. In that case, the mileage rate for use of personal vehicle will prevail.

F. Maintenance/Clothing Allowance

The Township agrees to provide all Employees covered under this Agreement with the sum of \$600.00 per year annual clothing maintenance allowance, payable quarterly on Township vouchers.

The Township agrees to provide all Detectives with a \$400.00 annual clothing allowance, payable quarterly on Township voucher.

G. Incentive Work Attendance

As an incentive for perfect attendance at work, any full-time permanent employee covered by this contract, who, during any twelve-month time period, regardless of calendar year, does not utilize any portion of his sick time, \* injury time, or Workmen's Compensation benefits, shall be awarded a United States Savings Bond in the amount of \$1,000 bond.



In addition, each Employee utilizing three (3) or less sick leave entitlement days in one (1) calendar year may choose to accumulate the entire fifteen (15) days, which is covered under this Agreement or accumulate ten (10) days and transfer five (5) sick leave entitlement days to five (5) additional leave entitlement days to be used in conjunction with guidelines set for under the Agreement governing leave entitlement.

\* However, certain injuries may occur in carrying out police duties that will not affect Employees eligibility for this work attendance incentive.

Determination of a bona-fide work related injury as it applies to this incentive program will rest with the Advisory Committee whose determination will be final.

#### H. Death of Employee

An Employee who dies while employed will have the survivor receive pay for sick time, as if the Employee has retired, (i.e., 1/2 of sick time accumulated). All other time earned in year of death will be pro-rated and paid in full.

#### X. MULTI-YEAR CONTRACT:

It is understood and agreed between the parties to this agreement, that this contract shall be multi-year in nature and is designed to cover the labor and management understanding for all employees covered by this contract for two (2) years, provided that in the event that Township legislation is required, the effectiveness of the provisions shall be postponed until said Township legislation is adopted, but shall be retroactive in any event until January 1st of the year involved.

#### XI. TERMINATION:

A. This agreement shall be effective as of the first day of January, 1992, and shall remain in full force and effect until the 31st day of December, 1993. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, ninety (90) days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin "no later" than sixty (60) days prior to the expiration date; and this Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.



B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the proceeding paragraph.

XII. SEPARABILITY AND SAVINGS CLAUSE:

This Agreement is the entire understanding between the parties and in the event that any paragraph hereof shall be declared unconstitutional, on contrary to prevailing law, it is the intent of the parties to allow the balance of the contract to survive as is, and to adhere to the terms and conditions of the contract as if the offending paragraph were not a part of this contract and the balance of the agreement shall remain in full force and effect.

XIII. FULLY BARGAINED FOR PROVISIONS:

This Agreement represents the totality of the understanding and agreements reached between the parties and it is the intent of the parties that during the term of this Agreement, that neither side shall be required to negotiate or renegotiate over any of the subjects herein contained and that the contractual understanding between the parties shall, during the term of this agreement, be governed by the provisions hereof, except as set forth in the next subsequent paragraph.



IN WITNESS WHEREOF, the parties hereto have hereunto set  
their hands and seals this                    day of                    , 1988.

TOWNSHIP OF BURLINGTON

By: \_\_\_\_\_  
Mayor Joseph D. Foy

ATTEST:

\_\_\_\_\_  
Horace J. Burgess, Clerk

BURLINGTON TOWNSHIP POLICE  
DEPARTMENT--POLICE AND  
DETECTIVES

\_\_\_\_\_  
\_\_\_\_\_





ANNEX A

Refer to Burlington Township Police Department's Police Officer Grievance Form.



ANNEX B

Refer to Burlington Township Police Department's Standard Operating Procedure: Internal Affairs Policy; Volume I, Chapter I, Number VI



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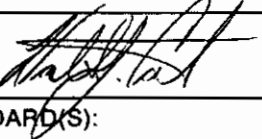
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	<h1>S.O.P.</h1>	EFFECTIVE DATE:	05/29/92	REVISION DATE	PAGE #	SECTION	APPROVED
		VOLUME:	I				
SUBJECT:  INTERNAL AFFAIRS POLICY	CHAPTER:	I					
	NUMBER:	VI					
REFERENCE:	ADMINISTRATION	# OF PAGES:	15				
ISSUING AUTHORITY:	PSD/CLEO CORTER 	EVALUATION DATE:					
ACCREDITATION STANDARD(S):							

I. PURPOSE:

THIS AGENCY IS COMMITTED TO PROVIDING LAW ENFORCEMENT SERVICES THAT ARE FAIR, EFFECTIVE, AND IMPARTIALLY APPLIED. TOWARDS THAT END, OFFICERS ARE HELD TO THE HIGHEST STANDARDS OF OFFICIAL CONDUCT AND ARE EXPECTED TO RESPECT THE RIGHTS OF ALL CITIZENS. OFFICER'S ADHERENCE TO THESE STANDARDS, MOTIVATED BY A MORAL AND PROFESSIONAL OBLIGATION TO PERFORM THEIR JOB TO THE BEST OF THEIR ABILITY, IS THE ULTIMATE OBJECTIVE OF THIS AGENCY.

THE EFFECTIVENESS OF A LAW ENFORCEMENT AGENCY IS DEPENDENT UPON PUBLIC APPROVAL AND ACCEPTANCE OF POLICE AUTHORITY. THE DEPARTMENT MUST BE RESPONSIVE TO THE COMMUNITY BY PROVIDING FORMAL PROCEDURES FOR THE PROCESSING OF COMPLAINTS FROM THE PUBLIC REGARDING INDIVIDUAL OFFICER PERFORMANCE.

THE PURPOSE OF THIS POLICY IS TO IMPROVE THE QUALITY OF POLICE SERVICES. CITIZEN CONFIDENCE IN THE INTEGRITY OF THE POLICE DEPARTMENT INCREASES THROUGH THE ESTABLISHMENT OF MEANINGFUL AND EFFECTIVE COMPLAINT PROCEDURES. THIS CONFIDENCE ENGENDERS COMMUNITY SUPPORT FOR THE POLICE DEPARTMENT. IMPROVING THE RELATIONSHIP BETWEEN THE POLICE AND THE CITIZENS THEY SERVE FACILITATES COOPERATION VITAL TO THE DEPARTMENT'S ABILITY TO ACHIEVE ITS GOALS. AN EFFECTIVE DISCIPLINARY FRAMEWORK ALSO PERMITS POLICE OFFICIALS TO MONITOR OFFICERS' COMPLIANCE WITH DEPARTMENTAL POLICIES AND PROCEDURES. ADHERENCE TO ESTABLISHED POLICIES AND PROCEDURES ASSISTS OFFICERS IN MEETING DEPARTMENTAL OBJECTIVES WHILE A MONITORING SYSTEM PERMITS MANAGERS TO IDENTIFY PROBLEM AREAS REQUIRING INCREASED TRAINING OR DIRECTION. FINALLY, THIS POLICY WILL ENSURE FAIRNESS AND DUE PROCESS PROTECTION TO CITIZENS AND OFFICERS ALIKE. HEIGHTENING OFFICER AWARENESS OF THE RIGHTS AFFORDED THEM WHEN CHARGED WITH MISCONDUCT WILL INCREASE THEIR APPRECIATION OF COMPARABLE RIGHTS AFFORDED CITIZENS ACCUSED OF A CRIME.

## II. POLICY:

IT IS THE POLICY OF BURLINGTON TOWNSHIP POLICE DEPARTMENT TO ACCEPT AND INVESTIGATE ALL COMPLAINTS OF ALLEGED OFFICER MISCONDUCT OR WRONGDOING FROM ANY CITIZEN OR AGENCY EMPLOYEE. FOLLOWING A THOROUGH AND IMPARTIAL EXAMINATION OF THE AVAILABLE FACTUAL INFORMATION, THE OFFICER SHALL BE EITHER EXONERATED OR HELD RESPONSIBLE FOR THE ALLEGED MISCONDUCT. DISCIPLINE SHALL BE ADMINISTERED ACCORDING TO THE DEGREE OF MISCONDUCT.

IT IS THE POLICY OF THIS DEPARTMENT THAT OFFICERS AND EMPLOYEES, REGARDLESS OF RANK, SHALL BE SUBJECT TO DISCIPLINARY ACTION FOR VIOLATING THEIR OATH AND TRUST. COMMITTING AN OFFENSE PUNISHABLE UNDER THE LAWS OF THE UNITED STATES, THE STATE OF NEW JERSEY, OR MUNICIPAL ORDINANCES CONSTITUTES A VIOLATION OF OATH AND TRUST. OFFICERS ARE ALSO SUBJECT TO DISCIPLINARY ACTION FOR FAILURE, EITHER WILLFULLY OR THROUGH NEGLIGENCE OR INCOMPETENCE, TO PERFORM THE DUTIES OF THEIR RANK OR ASSIGNMENT. IN ADDITION, OFFICERS MAY BE DISCIPLINED FOR VIOLATION OF ANY GENERAL ORDER OR RULE AND REGULATION OF THE DEPARTMENT OR FOR FAILURE TO OBEY ANY LAWFUL INSTRUCTION, ORDER, OR COMMAND OF A SUPERIOR OFFICER OR SUPERVISOR. DISCIPLINARY ACTION IN ALL MATTERS WILL BE DETERMINED BASED UPON THE MERITS OF EACH CASE.

IT IS THE POLICY OF THIS DEPARTMENT THAT PREVENTION IS THE PRIMARY MEANS OF REDUCING AND CONTROLLING MISCONDUCT. TO THAT END, IT IS THE POLICY OF THIS AGENCY TO DISCOVER AND CORRECT ORGANIZATIONAL CONDITIONS WHICH PERMITS THE MISCONDUCT TO OCCUR. SPECIAL EMPHASIS IS PLACED ON RECRUITMENT, SELECTION, AND TRAINING OF OFFICERS AND SUPERVISORS, COMMUNITY OUTREACH, AND COLLECTION AND ANALYSIS OF MISCONDUCT COMPLAINTS AND THEIR OUTCOME.

IT IS THE POLICY OF THIS DEPARTMENT THAT EACH OFFICER SHALL BE PROVIDED READY ACCESS TO AN OFFICIAL, AGENCY-WRITTEN DIRECTIVES MANUAL, RULES AND REGULATIONS, AND STANDARD OPERATING PROCEDURES, WHICH CONTAIN SPECIFIC DIRECTIONS FOR CONDUCTING ALL ASPECTS OF POLICE WORK. CATEGORIES OF MISCONDUCT SHALL BE CLEARLY DESCRIBED AND DEFINED, AND THE DISCIPLINARY PROCESS SHALL BE THOROUGHLY EXPLAINED IN THE MANUAL.

## III. PROCEDURES:

### A. INTERNAL AFFAIRS UNIT

1. THE INTERNAL AFFAIRS UNIT IS HEREIN ESTABLISHED. THE UNIT SHALL CONSIST OF THOSE MEMBERS OF THE DEPARTMENT AS SHALL BE ASSIGNED THE INTERNAL AFFAIRS FUNCTION BY THE PUBLIC SAFETY DIRECTOR/CHIEF LAW ENFORCEMENT OFFICER (PSD/CLEO). PERSONNEL ASSIGNED TO THE INTERNAL AFFAIRS FUNCTION SHALL SERVE AT THE PLEASURE OF

AND BE DIRECTLY RESPONSIBLE TO THE PSD/CLEO. THE COMMANDER OF THE INVESTIGATION DIVISION WILL FUNCTION AS THE INTERNAL AFFAIRS OFFICER.

- a. THE GOAL OF INTERNAL AFFAIRS IS TO INSURE THAT THE INTEGRITY OF THE DEPARTMENT IS MAINTAINED THROUGH A SYSTEM OF INTERNAL DISCIPLINE WHERE FAIRNESS AND JUSTICE ARE ASSURED BY OBJECTIVE, IMPARTIAL INVESTIGATION AND REVIEW.

2. DUTIES AND RESPONSIBILITIES

- a. THE INTERNAL AFFAIRS UNITS IS RESPONSIBLE FOR THE INVESTIGATION AND REVIEW OF ALL ALLEGATIONS OF MISCONDUCT BY MEMBERS OF THIS DEPARTMENT.

1. MISCONDUCT IS DEFINED AS:

- a. COMMISSION OF A CRIME OR AN OFFENSE; OR
  - b. VIOLATION OF DEPARTMENTAL RULES AND REGULATIONS; OR
  - c. CONDUCT WHICH ADVERSELY REFLECTS UPON THE OFFICER OF THE DEPARTMENT.
- b. IN ADDITION TO INVESTIGATIONS CONCERNING ALLEGATIONS OF MISCONDUCT, INTERNAL AFFAIRS SHALL BE RESPONSIBLE FOR THE COORDINATION OF INVESTIGATIONS INVOLVING THE DISCHARGE OF FIREARMS BY DEPARTMENT PERSONNEL.
  - c. INTERNAL AFFAIRS SHALL BE RESPONSIBLE FOR ANY OTHER INVESTIGATION AS DIRECTED BY THE PSD/CLEO.
  - d. INTERNAL AFFAIRS OFFICERS MAY CONDUCT AN INTERNAL AFFAIRS INVESTIGATION ON ITS OWN INITIATIVE UPON NOTICE TO, OR AT THE DIRECTION OF THE PSD/CLEO.
  - e. INTERNAL AFFAIRS MAY REFER INVESTIGATION TO THE EMPLOYEE'S SUPERVISOR FOR ACTION AS OUTLINE UNDER INVESTIGATION AND ADJUDICATION OF MINOR COMPLAINTS.

- f. INTERNAL AFFAIRS MEMBERS OR OFFICERS TEMPORARILY ASSIGNED TO THAT FUNCTION, SHALL HAVE THE AUTHORITY TO INTERVIEW ANY MEMBER OF THE DEPARTMENT AND TO REVIEW ANY RECORD OR REPORT OF THE DEPARTMENT RELATIVE TO THEIR ASSIGNMENT. REQUESTS FROM INTERNAL AFFAIRS PERSONNEL, IN FURTHERANCE OF THEIR DUTIES AND RESPONSIBILITIES, SHALL BE GIVEN FULL COOPERATION AND COMPLIANCE AS THOUGH THE REQUESTS CAME DIRECTLY FROM THE PSD/CLEO. MEMBERS ASSIGNED TO THE INTERNAL AFFAIRS UNIT OR FUNCTION COME UNDER THE DIRECT AUTHORITY OF THE PSD/CLEO, REPORTING DIRECTLY TO THE PSD/CLEO THROUGH THE INTERNAL AFFAIR'S CHAIN OF COMMAND.
- g. THE INTERNAL AFFAIRS UNIT OR AN OFFICER DESIGNATED BY THE PSD/CLEO SHALL MAINTAIN A COMPREHENSIVE CENTRAL FILE ON ALL CITIZEN COMPLAINTS RECEIVED BY THIS DEPARTMENT WHETHER INVESTIGATED BY INTERNAL AFFAIRS OR ASSIGNED TO THE OFFICER'S SUPERVISORS FOR INVESTIGATION AND DISPOSITION.
- h. THE INTERNAL AFFAIRS UNIT SHALL PREPARE PERIODIC REPORTS THAT SUMMARIZE THE NATURE AND DISPOSITION OF ALL MISCONDUCT COMPLAINTS RECEIVED BY THE AGENCY FOR SUBMISSION TO THE PSD/CLEO.
- i. COPIES OF THE INTERNAL AFFAIRS REPORT SHOULD BE DISTRIBUTED TO ALL COMMAND AND SUPERVISORY PERSONNEL, AS WELL AS THE TRAINING COMMANDER. NOTATIONS SHALL BE MADE FOR CORRECTIVE ACTIONS OF ANY DEVELOPING PATTERS OF ABUSE.
- j. AN ANNUAL REPORT SUMMARIZING THE TYPES OF COMPLAINTS RECEIVED AND THE DISPOSITIONS OF THE COMPLAINTS SHOULD BE MADE AVAILABLE TO MEMBERS OF THE PUBLIC. THE NAMES OF COMPLAINANTS AND ACCUSED OFFICERS SHALL NOT BE PUBLISHED IN THIS REPORT.

B. ACCEPTING REPORTS ALLEGING OFFICER MISCONDUCT

1. ALL SUPERVISORY PERSONNEL ARE DIRECTED TO ACCEPT REPORTS OF OFFICER MISCONDUCT FROM ALL PERSONS WHO WISH TO FILE A COMPLAINT REGARDLESS OF THE HOUR OR DAY OF THE WEEK. CITIZENS ARE TO BE ENCOURAGED TO SUBMIT THEIR COMPLAINTS IN PERSON AS SOON AFTER THE INCIDENT AS POSSIBLE. IF THE COMPLAINANT CANNOT FILE THE REPORT IN PERSON, THE SUPERVISOR (EXCEPT IN VERY MINOR COMPLAINTS) SHALL VISIT OR ARRANGE FOR A DEPARTMENT REPRESENTATIVE TO VISIT THE INDIVIDUAL AT HIS HOME, PLACE OF BUSINESS, OR AT ANOTHER LOCATION IN ORDER TO COMPLETE THE REPORT.

COMPLAINTS SHOULD BE ACCEPTED BY SUPERVISORY PERSONNEL WHENEVER POSSIBLE. HOWEVER, IF NO SUPERVISORY PERSONNEL ARE AVAILABLE, COMPLAINTS SHOULD BE ACCEPTED BY ANY POLICE OFFICER. AT NO TIME SHOULD A COMPLAINANT BE TOLD TO RETURN TO FILE HIS COMPLAINT.

IN THE EVENT THE COMPLAINT IS OF A SERIOUS NATURE, AND COMPLAINANT FAILS TO COME FORTH, SUFFICIENT DETAILS SHALL BE TAKEN OVER THE TELEPHONE BY THE DUTY SUPERVISOR WHO WILL INITIATE A CITIZEN'S COMPLAINT FORM.

2. THE SUPERVISOR OR OFFICER RECEIVING THE COMPLAINT WILL:
  - a. EXPLAIN THE DEPARTMENT'S DISCIPLINARY PROCEDURES TO THE PERSON MAKING THE COMPLAINT. ADVISE THE COMPLAINANT THAT THEY WILL BE KEPT INFORMED OF THE STATUS OF THE COMPLAINT AND ITS ULTIMATE DISPOSITION.
  - b. COMPLETE THE INTERNAL AFFAIRS CITIZEN COMPLAINT FORM AND HAVE THE COMPLAINANT SIGN THE COMPLETED FORM.
  - c. IF THE COMPLAINT IS ANONYMOUS, THE SUPERVISOR SHALL COMPLETE THE OCCURRENCE PORTION OF THE INTERNAL AFFAIRS CITIZEN COMPLAINT FORM.

3. COMPLAINTS SHALL BE HANDLED AS FOLLOWS:
  - a. COMPLAINTS OF DIFFERENTIAL TREATMENT, DEMEANOR, AND MINOR RULE INFRACTIONS SHALL BE FORWARDED TO THE SUPERVISOR AND COMMANDER OF THE ACCUSED OFFICER.
  - b. ALL OTHER COMPLAINTS SHALL BE FORWARDED TO THE INTERNAL AFFAIRS UNIT, INCLUDING COMPLAINTS OF:
    1. CRIMINAL ACTIVITY;
    2. EXCESSIVE FORCE;
    3. IMPROPER OR UNJUST ARREST;
    4. IMPROPER OR EXCESSIVE ENTRY;
    5. IMPROPER OR UNJUSTIFIED SEARCH;
    6. SERIOUS COMPLAINTS OF DIFFERENTIAL TREATMENT OR DEMEANOR;
    7. SERIOUS RULE INFRACTIONS;
    8. REPEATED MINOR RULE INFRACTIONS.

C. INVESTIGATION AND ADJUDICATION OF MINOR COMPLAINTS

1. COMPLAINTS OF DIFFERENTIAL TREATMENT, DEMEANOR, AND ALL MINOR RULE INFRACTIONS WHICH CANNOT BE ADJUDICATED BY THE RECEIVING SUPERVISOR SHALL BE FORWARDED TO THE ACCUSED OFFICER'S COMMANDING OFFICER. THE COMMANDING OFFICER SHALL REQUIRE THE OFFICER'S SUPERVISOR, IF OTHER THAN THE RECEIVING SUPERVISOR, TO INVESTIGATE THE ALLEGATION OF MISCONDUCT.
2. THE SUPERVISOR INVESTIGATING THE COMPLAINT SHALL INTERVIEW THE COMPLAINANT, ALL WITNESSES AND THE ACCUSED OFFICER, AS WELL AS REVIEW RELEVANT REPORTS, ACTIVITY SHEETS, OR DISPATCHER FORMS. THE SUPERVISOR SHALL THEN SUBMIT A REPORT TO THE COMMANDING OFFICER SUMMARIZING THE MATTER, INDICATING THE APPROPRIATE DISPOSITION. POSSIBLE DISPOSITIONS INCLUDE THE FOLLOWING:
  - a. EXONERATED:
    1. THE ALLEGED INCIDENT DID OCCUR, BUT THE ACTIONS OF THE ACCUSED WERE JUSTIFIED, LEGAL, AND PROPER; OR
    2. THE OFFICER'S BEHAVIOR WAS CONSISTENT WITH AGENCY POLICY, BUT THERE WAS A POLICY FAILURE.



- b. SUBSTANTIATED: THE INVESTIGATION DISCLOSED SUFFICIENT EVIDENCE TO CLEARLY PROVE THE ALLEGATION.
  - c. NON SUSTAINED: THE INVESTIGATION FAILED TO DISCLOSE SUFFICIENT EVIDENCE TO CLEARLY PROVE OR DISPROVE THE ALLEGATION.
  - d. UNFOUNDED: THE INVESTIGATION INDICATED THAT THE ACTS COMPLAINED OF DID NOT OCCUR.
- 3. IF THE COMPLAINT IS SUBSTANTIATED, THE COMMANDING OFFICER SHALL DETERMINE THE APPROPRIATE ACTION. IF THE ACTION IS NO MORE THAN A WRITTEN REPRIMAND, A SUMMARY OF THE COMPLAINT AND NOTIFICATION OF THE ACTION TAKEN SHALL BE FORWARDED TO INTERNAL AFFAIRS. IF, HOWEVER, THE COMMANDER DETERMINES THAT THE MATTER IS OF A SERIOUS NATURE, IT SHOULD BE FORWARDED TO INTERNAL AFFAIRS FOR FURTHER INVESTIGATION.
  - 4. IF THE ACCUSED OFFICER'S SUPERVISOR DETERMINES THAT THE COMPLAINT IS UNFOUNDED OR NOT SUSTAINED AND THE COMMANDING OFFICER CONCURS, THE INVESTIGATION REPORT IS TO BE FORWARDED TO INTERNAL AFFAIRS FOR REVIEW, AND ENTRY IN THE CENTRAL LOG AND FILING. A COPY WILL ALSO BE FORWARDED TO THE PSD/CLEO.
  - 5. UPON FINAL DISPOSITION OF THE COMPLAINT, A LETTER SHALL BE FORWARDED TO THE COMPLAINANT BY THE COMMANDING OFFICER EXPLAINING THE OUTCOME OF THE INVESTIGATION, AND THE REASONS FOR THE OUTCOME DECISION.
  - 6. INITIATION OF DISCIPLINARY ACTION FOR MINOR COMPLAINTS:
    - a. PERFORMANCE NOTICES
      - 1. WHEN A PERFORMANCE NOTICE IS GIVEN, THE OFFICER OR EMPLOYEE SHALL BE ADVISED THAT THE SUPERVISOR OR SUPERIOR OFFICER IS GIVING A PERFORMANCE NOTICE AND THAT A COPY OF THE PERFORMANCE NOTICE WILL BE FORWARDED TO THE DIVISION COMMANDER.

2. THE SUPERVISOR OR SUPERIOR OFFICER GIVING THE PERFORMANCE NOTICE SHALL COMPLETE, IN TRIPLICATE, RETAINING ONE COPY AND FORWARDING THE ORIGINAL TO THE DIVISION COMMANDER FOR REVIEW. THE THIRD COPY SHALL BE GIVEN TO THE EFFECTED OFFICER OR EMPLOYEE.
3. THE COMMANDING OFFICER SHALL REVIEW THE REPORT AND, IN WRITING, EITHER APPROVE OR DISAPPROVE THE REPORT AND THE ACTION TAKEN. IF DISAPPROVED, THE COMMANDER SHALL PROVIDE RECOMMENDATIONS AS TO WHAT ACTION, IF ANY, BE TAKEN BY THE SUPERVISOR.
4. UPON APPROVING PERFORMANCE NOTICE, THE COMMANDING OFFICER WILL FORWARD THE REPORT TO BE PLACED IN THE OFFICER'S OR EMPLOYEE'S FILE.
5. SIX (6) MONTHS AFTER THE DATE OF THE ISSUANCE OF A PERFORMANCE NOTICE, ALL COPIES WILL BE REMOVED FROM THE FILES AND DESTROYED.

b. WRITTEN REPRIMANDS:

1. WHEN A WRITTEN REPRIMAND IS GIVEN, THE SUPERVISOR OR COMMANDING OFFICER GIVING SUCH REPRIMAND SHALL ADVISE THE SUBJECT OFFICER OF SUCH AND SHALL COMPLETE A WRITTEN REPRIMAND REPORT IN TRIPLICATE.
2. THE ENTIRE ORIGINAL REPORT, TOGETHER WITH ANY SUPPORTING DOCUMENTATION, SHALL BE PROVIDED TO THE COMMANDING OFFICER FOR REVIEW.
3. THE COMMANDING OFFICER SHALL REVIEW THE REPORT AND, IN WRITING, EITHER APPROVE OR DISAPPROVE THE REPORT. IF DISAPPROVED, THE COMMANDING OFFICER SHALL DIRECT WHAT ACTION, IF ANY, BE TAKEN.

4. IF APPROVED, ONE COPY OF THE WRITTEN REPRIMAND REPORT WILL BE RETAINED BY THE ISSUING SUPERVISOR, AND ONE COPY OF THE WRITTEN REPRIMAND REPORT WILL BE PROVIDED TO THE EMPLOYEE BY THE ISSUING SUPERVISOR. (ADMINISTRATION WILL PROVIDE A WRITTEN REPRIMAND FORM, WHICH WILL CONTAIN WORDING THAT PROVIDES THE OFFICER AN OPPORTUNITY FOR A HEARING IF HE SO DESIRES UNDER CURRENT CONTRACT AGREEMENTS AND STATE STATUTE.
5. IF THE OFFICER WAIVES HIS RIGHTS TO A HEARING OR UPON FINAL DISPOSITION, THE THIRD COPY OF THE WRITTEN REPRIMAND REPORT SHALL BE FORWARDED TO THE PSD/CLEO AND PERMANENTLY PLACED IN THE OFFICER'S OR EMPLOYEE'S PERSONNEL FILE.

D. INVESTIGATION AND ADJUDICATION OF SERIOUS COMPLAINTS

1. ALL SERIOUS COMPLAINTS SHALL BE FORWARDED TO THE INTERNAL AFFAIRS UNIT, INCLUDING COMPLAINTS OF:
  - a. CRIMINAL ACTIVITY;
  - b. EXCESSIVE FORCE;
  - c. IMPROPER OR UNJUST ARREST;
  - d. IMPROPER OR EXCESSIVE ENTRY;
  - e. IMPROPER OR UNJUSTIFIED SEARCH;
  - f. SERIOUS COMPLAINTS OF DIFFERENTIAL TREATMENT OR Demeanor;
  - g. SERIOUS RULE INFRACTIONS;
  - h. REPEATED MINOR RULE INFRACTIONS.
2. THE SUPERVISOR OR COMMANDING OFFICER INITIATING SUCH ACTION SHALL COMPLETE A "RECOMMENDATION FOR INTERNAL AFFAIRS INVESTIGATION FORM". UPON COMPLETION, THE FORM, TOGETHER WITH ANY SUPPORTING DOCUMENTATIONS, SHALL BE FORWARDED THROUGH THE CHAIN OF COMMAND TO INTERNAL AFFAIRS.
3. THE INTERNAL AFFAIRS OFFICER OR PSD/CLEO SHALL DIRECT SUCH FURTHER INVESTIGATION BY THE ORIGINAL INVESTIGATING SUPERVISOR, COMMANDING OFFICER OR INTERNAL AFFAIRS AS DEEMED APPROPRIATE.
4. INTERNAL AFFAIRS SHALL SERVE THE SUSPECT OFFICER WITH THE INTERNAL AFFAIRS INVESTIGATION OFFICER NOTIFICATION FORM (SEE APPENDIX D) UNLESS THE NATURE OF THE INVESTIGATION REQUIRES SECRECY.

5. THE INTERNAL AFFAIRS INVESTIGATOR SHALL INTERVIEW THE COMPLAINANT, ALL WITNESSES, AND THE ACCUSED OFFICER, AS WELL AS REVIEW RELEVANT REPORTS, ACTIVITY SHEETS, AND DISPATCHER FORMS AND OBTAIN NECESSARY INFORMATION AND MATERIALS, SUCH AS:
  - a. PHYSICAL EVIDENCE;
  - b. STATEMENTS OR INTERVIEWS FROM ALL WITNESSES;
  - c. STATEMENTS OR INTERVIEWS FROM ALL PARTIES OF SPECIALIZED INTEREST, SUCH AS DOCTORS, EMPLOYERS, LAWYERS, TEACHERS, LEGAL ADVISORS, PARENTS, ETC.;
  - d. INVESTIGATIVE AIDS, SUCH AS THE VARIOUS REPORTS, ACTIVITY SHEETS, COMPLAINT CARDS, AND DISPATCHER'S FORMS.
  
6. WHERE PRELIMINARY INVESTIGATIVE DATA INDICATES THE POSSIBILITY OF A CRIMINAL ACT ON THE PART OF THE ACCUSED OFFICER, THE COUNTY PROSECUTOR SHALL BE NOTIFIED IMMEDIATELY. NO FURTHER ACTION SHOULD BE TAKEN, INCLUDING THE FILING OF CHARGES AGAINST THE OFFICER, UNTIL DIRECTED THE COUNTY PROSECUTOR.
  
7. INTERVIEWING THE SUBJECT OFFICER:
  - a. IN CASES NOT INVOLVING ALLEGATIONS OF CRIMINAL CONDUCT, THE ACCUSED OFFICER SHALL BE NOTIFIED OF THE COMPLAINT ONCE PRELIMINARY INVESTIGATIVE DATA HAS BEEN GATHERED.
  - b. SCHEDULE TO INTERVIEW THE OFFICER. (THE OFFICER WILL BE NOTIFIED AT A MINIMUM OF TWO (2) HOURS PRIOR TO THE INTERVIEW).
  - c. ONE PERSON OF THE OFFICER'S CHOOSING MAY ATTEND THE INTERVIEW SESSION.
  - d. BEFORE QUESTIONING BEGINS, INFORM THE SUBJECT OFFICER OF THE FOLLOWING:
    1. THE NATURE OF THE COMPLAINT;
    2. THE NAME OF THE PERSON IN CHARGE OF THE INVESTIGATION, AND THE NAMES OF ALL PERSONS WHO WILL BE PRESENT DURING QUESTIONING.
  - e. QUESTIONING SESSIONS MAY BE AUDIO OR VIDEO RECORDED.

- f. IF AT ANY TIME DURING THE QUESTIONING SESSION THE OFFICER BECOMES A SUSPECT IN A CRIMINAL ACT, THE OFFICER SHALL BE SO INFORMED AND THE QUESTIONING SHALL END. PROMPTLY REFER THE CASE TO THE COUNTY PROSECUTOR.
8. UPON COMPLETION OF ALL POSSIBLE AVENUES OF INQUIRY, THE INTERNAL AFFAIRS INVESTIGATOR SHALL SUBMIT A REPORT SUMMARIZING THE MATTER AND INDICATING THE APPROPRIATE DISPOSITION. POSSIBLE DISPOSITIONS INCLUDE THE FOLLOWING:
- a. EXONERATED;
  - b. SUSTAINED;
  - c. NOT SUSTAINED; OR
  - d. UNFOUNDED.
9. COMPLETE THE IAU INVESTIGATION DISPOSITION RECOMMENDATIONS FORM. FORWARD THE COMPLETED FORM THROUGH EACH LEVEL OF COMMAND IN THE SUBJECT OFFICER'S TABLE OF ORGANIZATION FOR REVIEW. EACH LEVEL MAY PROVIDE WRITTEN RECOMMENDATIONS AND COMMENT FOR CONSIDERATION BY THE PSD/CLEO.
10. INTERNAL AFFAIRS OR THE PSD/CLEO, UPON COMPLETION OF THE REVIEW OF THE REPORT, SUPPORTING DOCUMENTATION AND INFORMATION GATHERED DURING ANY SUPPLEMENTAL INVESTIGATION, SHALL DIRECT WHATEVER ACTION IS DEEMED APPROPRIATE.
11. UPON COMPLETION OF ITS INVESTIGATION WITH A FINDING OF EXONERATED, NOT SUSTAINED, OR UNFOUNDED, INTERNAL AFFAIRS SHALL NOTIFY THE SUBJECT OFFICER OF THE INVESTIGATION (IF NOT PREVIOUSLY NOTIFIED) AND OF THE RECOMMENDED DISPOSITION.
12. IF THE COMPLAINT IS SUBSTANTIATED AND IT IS DETERMINED THAT FORMAL CHARGES SHOULD BE PREFERRED, THE PSD/CLEO SHALL DIRECT EITHER THE COMMANDING OFFICER, SUPERVISOR, OR INTERNAL AFFAIRS TO PREPARE, SIGN, AND SERVE CHARGES UPON THE ACCUSED OFFICER OR EMPLOYEE.
13. THE DIVISION COMMANDER, SUPERVISOR, OR INTERNAL AFFAIRS, AS DIRECTED, SHALL PREPARE THE FORMAL NOTICE OF CHARGES AND HEARING ON THE CHARGING FORM. SUCH NOTICE SHALL BE PREPARED AND SERVED UPON THE OFFICER CHARGED IN ACCORDANCE WITH N.J.S.A. 40A:14-147 et seq. IN ADDITION, THE PRELIMINARY NOTICE OF DISCIPLINARY ACTION FORM (DPF-31A, REVISED 3/87) SHALL BE PREPARED AND SERVED UPON THE OFFICER OR EMPLOYEE CHARGED.

14. THE NOTICE OF CHARGES AND HEARING SHALL DIRECT THAT THE OFFICER CHARGED MUST ENTER A PLEA OF GUILTY OR NOT GUILTY, IN WRITING, BEFORE THE DATE SET FORTH IN THE NOTICE FOR THE HEARING. SUCH DATE FOR ENTRY OF PLEA SHALL BE AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO THE DATE OF THE HEARING.
15. IF THE OFFICER CHARGED ENTERS A PLEA OF GUILTY, THE PSD/CLEO SHALL PERMIT THE OFFICER TO PRESENT MATTERS IN MITIGATION PRIOR TO ASSESSING A PENALTY.
16. CONCLUSIONS OF FACT AND OF PENALTY IMPOSED WILL BE NOTED IN THE OFFICER'S PERSONNEL FILE AFTER HE HAS BEEN GIVEN AN OPPORTUNITY TO READ AND SIGN IT. INTERNAL AFFAIRS WILL CAUSE THE PENALTY TO BE CARRIED OUT AND COMPLETE ALL REQUIRED FORMS.

E. HEARING:

1. UPON WRITTEN NOTICE OF A REQUEST FOR A HEARING FROM THE ACCUSED OFFICER, THE PSD/CLEO WILL SET THE DATE FOR THE HEARING AS PROVIDED BY STATUTE AND ARRANGE FOR THE HEARING OF THE CHARGES.
2. INTERNAL AFFAIRS SHALL BE RESPONSIBLE FOR OR ASSIST THE ASSIGNED COMMANDER OR PROSECUTOR IN THE PREPARATION OF THE DEPARTMENT'S PROSECUTION OF THE CHARGES. THIS INCLUDES PROPER NOTIFICATION OF ALL WITNESSES AND PREPARING ALL DOCUMENTARY AND PHYSICAL EVIDENCE FOR PRESENTATION AT THE HEARING.
3. THE HEARING SHALL BE HELD BEFORE THE APPROPRIATE AUTHORITY OR THE APPROPRIATE AUTHORITY'S DESIGNEE.
4. THE HEARING AUTHORITY SHOULD BE EMPOWERED TO SUSTAIN, MODIFY IN WHOLE OR IN PART, OR DISMISS THE CHARGES STATED IN THE COMPLAINT. THE DECISION OF THE HEARING AUTHORITY SHOULD BE IN WRITING AND SHOULD BE ACCOMPANIED BY FINDINGS OF FACT FOR EACH ISSUED IN THE CASE.
5. THE HEARING AUTHORITY SHOULD FIX ANY OF THE FOLLOWING PUNISHMENTS WHICH IT DEEMS APPROPRIATE UNDER THE CIRCUMSTANCES:
  - a. COUNSELING;
  - b. LETTER OF REPRIMAND;
  - c. MONETARY FINE;
  - d. TRANSFER/REASSIGNMENT;
  - e. SUSPENSION WITHOUT PAY (OR IF AGREED UPON, LOSS OF LEAVE ENTITLEMENT);

- f. DEMOTION;
  - g. DISCHARGE FROM EMPLOYMENT.
6. A COPY OF THE DECISION OR ORDER AND ACCOMPANYING FINDINGS AND CONCLUSIONS SHOULD BE DELIVERED TO THE OFFICER OR EMPLOYEE WHO WAS THE SUBJECT OF THE HEARING AND TO THE PSD/CLEO IF HE WAS NOT THE HEARING AUTHORITY.
  7. UPON COMPLETION OF THE HEARING, INTERNAL AFFAIRS WILL COMPLETE ALL REQUIRED FORMS, INCLUDING THE FINAL NOTICE OF DISCIPLINARY ACTIONS FORM (DPF-31B). THE DISPOSITION WILL BE ENTERED IN THE CENTRAL LOG.
  8. IF THE CHARGES WERE SUSTAINED, INTERNAL AFFAIRS WILL CAUSE THE PENALTY TO BE CARRIED OUT. THE REPORT SHALL BE PERMANENTLY PLACED IN THE OFFICER'S OR EMPLOYEE'S PERSONNEL FILE.

F. CONFIDENTIALITY:

1. THE PROGRESS OF INTERNAL AFFAIRS INVESTIGATIONS AND ALL SUPPORTING MATERIALS ARE CONSIDERED CONFIDENTIAL INFORMATION.
2. INTERNAL AFFAIRS, UPON CLOSING OUT A COMPLETED CASE WILL ENTER THE DISPOSITION IN THE CENTRAL LOG. THE CONTENTS OF THE COMPLETED INTERNAL INVESTIGATIONS CASE FILE WILL BE RETAINED IN THE INTERNAL AFFAIRS UNIT. THE FILE SHALL BE CLEARLY MARKED AS CONFIDENTIAL.
3. IF INQUIRIES ARE MADE BY THE MEDIA OR QUESTIONS ARE ASKED BY THE MEDIA, ONLY THE PSD/CLEO OR HIS DESIGNEES IS EMPOWERED TO RELEASE PUBLICLY THE DETAILS OF AN INTERNAL INVESTIGATION OR DISCIPLINARY ACTION.
4. ALL DISCIPLINARY HEARINGS SHALL BE CLOSED TO THE PUBLIC UNLESS THE DEFENDANT OFFICER REQUESTS AND OPEN HEARING.

IV. DISCIPLINARY CODE:

THE OFFENSES HEREIN SHALL GUIDE THE PUBLIC SAFETY DIRECTOR/ CHIEF LAW ENFORCEMENT OFFICER IN ADMINISTERING FAIR AND UNIFORM PENALTIES FOR VIOLATIONS OF POLICE DEPARTMENT RULES OF CONDUCT.

PENALTIES FOR OFFENSES LISTED SHALL IN NO WAY LIMIT ANY PENALTY WHICH THE PSD/CLEO MAY IMPOSE.

OFFENSES NOT INCLUDED IN THE FOLLOWING LIST SHALL RESULT IN PENALTIES SIMILAR TO THOSE SPECIFIED FOR SIMILAR OFFENSES OF COMPARABLE SERIOUSNESS.

REPEATED VIOLATIONS OF THE RULES OF CONDUCT SHALL BE INDICATIVE OF A MEMBER'S DISREGARD OF THE OBLIGATIONS OF ALL MEMBERS AND SHALL BE CAUSE FOR DISMISSAL. THIS SHALL APPLY REGARDLESS OF THE SEVERITY OF THE OFFENSES, REGARDLESS OF ANY RECKONING PERIOD, AND REGARDLESS OF WHETHER THESE VIOLATIONS ARE OF THE SAME TYPE.

A. SUSPENSION, FINE, AND DEMOTION FOR DISCIPLINARY PURPOSES:

AN APPOINTING AUTHORITY MAY SUSPEND WITHOUT PAY, OR WITH REDUCED PAY, FINE OR DEMOTE AN EMPLOYEE DUE TO INEFFICIENCY, INCOMPETENCY, MISCONDUCT, NEGLIGENCE, INSUBORDINATION, OR FOR OTHER SUFFICIENT CAUSE.

B. CAUSES FOR REMOVAL:

ANY ONE OF THE FOLLOWING SHALL BE CAUSE FOR REMOVAL FROM THE SERVICE, ALTHOUGH REMOVALS MAY BE MADE FOR SUFFICIENT CAUSES OTHER THAN THOSE LISTED.

1. NEGLECT OF DUTY;
2. INCOMPETENCY OR INEFFICIENCY;
3. INCAPACITY DUE TO MENTAL OR PHYSICAL DISABILITY;
4. INSUBORDINATION OR SERIOUS BREACH OF DISCIPLINE;
5. INTOXICATION WHILE ON DUTY;
6. CHRONIC OR EXCESSIVE ABSENTEEISM;
7. DISORDERLY OR IMMORAL CONDUCT;
8. WILLFUL VIOLATION OF ANY OF THE PROVISIONS OF THE DEPARTMENT OF PERSONNEL STATUTES, RULES AND REGULATIONS, OR OTHER STATUTES RELATIVE TO THE EMPLOYMENT OF PUBLIC EMPLOYEES;
9. THE CONVICTION OF ANY CRIMINAL ACT OR OFFENSE;
10. NEGLIGENCE OF, OR WILLFUL DAMAGE TO PUBLIC PROPERTY OR WASTE OF PUBLIC SUPPLIES;
11. CONDUCT UNBECOMING OF AN EMPLOYEE IN THE PUBLIC SERVICE;



12. THE USE OR ATTEMPT TO USE ONE'S AUTHORITY OR OFFICIAL INFLUENCE TO CONTROL OR MODIFY THE POLITICAL ACTION OF ANY PERSON.

RESOURCE: NEW JERSEY ATTORNEY GENERAL'S MODEL AND PROCEDURES

BURLINGTON TOWNSHIP POLICE DEPARTMENT

LETTER OF REPRIMAND

TO: \_\_\_\_\_  
(Name & Rank of Officer)

DATE: \_\_\_\_\_

On \_\_\_\_\_, 19\_\_\_\_, you \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in violation of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Statute, Rules & Regulations, etc.)

FROM: \_\_\_\_\_

=====

I hereby acknowledge service of this Letter of Reprimand on this  
\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. Signature: \_\_\_\_\_

If you desire a hearing on this matter, you have five (5) days to notify the Public Safety Director/Chief Law Enforcement Officer, in writing, of your request for a hearing. The PSD/CLEO has twenty-one (21) days to schedule a hearing.

\* Report to be completed in triplicate.



BURLINGTON TOWNSHIP POLICE DEPARTMENT  
INTERNAL AFFAIRS UNIT

OFFICER NOTIFICATION FORM

IA-- \_\_\_\_\_  
Date: \_\_\_\_\_

From: \_\_\_\_\_  
Lt. Lloyd E. Nippins, III  
Internal Affairs Unit

To:	Witness	Accused
_____	{ }	{ }
_____	{ }	{ }
_____	{ }	{ }
_____	{ }	{ }

The Internal Affairs Unit is presently conducting an investigation into allegations of misconduct made against the above individual(s). In order to complete this investigation, a detailed account of your actions in this case is necessary as soon as possible. Please contact the undersigned during the time indicated for more specific information about the allegations made and whether a written statement or a personal interview will be required.

Contact (609) 386-2019, ext. 208 on \_\_\_\_\_,  
at \_\_\_\_\_ hours.

By: \_\_\_\_\_  
Lt. Lloyd E. Nippins, III  
Internal Affairs Unit

Name of Complaint: \_\_\_\_\_  
Date & Time of Incident: \_\_\_\_\_  
Incident Report/Summons Number: \_\_\_\_\_  
Summary of Complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

cc: PSD/CLEO Corter  
Division Commander  
Unit Supervisor

BURLINGTON TOWNSHIP POLICE DEPARTMENT  
INTERNAL AFFAIRS UNIT

DISPOSITION RECOMMENDATIONS

Date: \_\_\_\_\_ IA-- \_\_\_\_\_

Recommended Disposition:

- \_\_\_\_\_ Unfounded
- \_\_\_\_\_ Not Sustained
- \_\_\_\_\_ Exonerated, Proper Conduct & Policy
- \_\_\_\_\_ Exonerated, Proper Conduct, Policy Failure
- \_\_\_\_\_ Substantiated

Penalty Recommended: \_\_\_\_\_  
\_\_\_\_\_

ALL REVIEWERS MUST SIGN AND ENTER DATE:

1. Reviewed By: \_\_\_\_\_  
Forwarded To: \_\_\_\_\_  
Date: \_\_\_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Reviewed By: \_\_\_\_\_  
Forwarded To: \_\_\_\_\_  
Date: \_\_\_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Reviewed By: \_\_\_\_\_  
Forwarded To: \_\_\_\_\_  
Date: \_\_\_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PSD/CLEO FINAL DISPOSITION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BURLINGTON TOWNSHIP POLICE DEPARTMENT  
PERFORMANCE NOTICE

TO: \_\_\_\_\_  
FROM: \_\_\_\_\_  
DATE: \_\_\_\_\_

You are hereby advised that on the \_\_\_\_\_, 19\_\_\_\_

You: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Issued By: \_\_\_\_\_  
Signature and date

Received By: \_\_\_\_\_  
Signature and date

Officer's Copy

\* NOTE: This form is to be completed in triplicate

M E M O R A N D U M

TO: INTERNAL AFFAIRS

FROM: \_\_\_\_\_

RE: RECOMMENDATION FOR AN INTERNAL AFFAIRS  
DISCIPLINARY ACTION

DATE: \_\_\_\_\_

<u>OFFICER(S)/EMPLOYEE(S) INVOLVED:</u>	<u>SUBJECT</u>	<u>WITNESS</u>
_____	{ }	{ }
_____	{ }	{ }
_____	{ }	{ }
_____	{ }	{ }

COMPLAINANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMPLOYED AT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

OCCURRENCE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACTION TAKEN BY UNDERSIGNED PRIOR TO THIS REQUEST: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor/Commander

BURLINGTON TOWNSHIP POLICE DEPARTMENT

NOTICE OF CHARGE AND HEARING

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Name & Rank of Officer)

TAKE NOTICE that the following charge(s) is (are) preferred against you:

On \_\_\_\_\_, 19\_\_, you \_\_\_\_\_  
\_\_\_\_\_ in violation of \_\_\_\_\_  
\_\_\_\_\_ (Statute, Rule and Regulation, etc.)

On \_\_\_\_\_, 19\_\_, you \_\_\_\_\_  
\_\_\_\_\_ in violation of \_\_\_\_\_  
\_\_\_\_\_ (Statute, Rule and Regulation, etc.)

You must enter a plea of guilty or not guilty, in writing, on or before \_\_\_\_\_, 19\_\_. You are entitled to a hearing. A request for a hearing must be submitted in writing with your plea of guilty or not guilty. If a hearing is requested it shall be held on \_\_\_\_\_ (date) at \_\_\_\_\_ (time) in \_\_\_\_\_ (location).

By: \_\_\_\_\_

I hereby acknowledge service of the within charge(s) this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

=====

Signature: \_\_\_\_\_

Service of the within charge(s) were made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

By: \_\_\_\_\_

\* NOTE: This form is to be completed in duplicate.



BURLINGTON TOWNSHIP POLICE DEPARTMENT  
INTERNAL AFFAIRS UNIT

PRE-INTERVIEW ADVISEMENT

STATEMENT:

You are being questioned as part of an official investigation of this agency into potential violations of department rules and regulations. You will be asked questions specifically directed and narrowly related to the performance of your official duties and your fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and Constitutions of this State and the United States, including the right not be compelled to incriminate yourself in a criminal matter. If you fail to exercise this right, anything you say may be used against you in criminal proceedings. The right to refuse to answer a question on the grounds of your right against self-incrimination does not include the right to refuse to answer on the grounds that your answer may reveal a violation of a department policy, rule, or regulating that is not a criminal offense. You may, therefore, be subject to departmental discipline for refusal to give an answer that would not implicate you in a criminal offense. Anything that you say may be used against you not only in any subsequent department charges, but also in any subsequent criminal proceeding.

I have read and understand the contents of the above statements on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. I further state that I have been given ample time to seek counsel or advice in accordance with S.O.P. Vol. I, Chapter 1, Number 6.

Signature: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

Others present: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I.A. \_\_\_\_\_  
\_\_\_\_\_, 19\_\_

Dear \_\_\_\_\_:

This will acknowledge receipt of the complaint made by you on \_\_\_\_\_, 19\_\_, concerning the actions of a member(s) of this department occurring on \_\_\_\_\_.

An investigation will be conducted into the allegations contained in your complaint, and you will be advised of the results of the investigation within approximately four (4) weeks. In the meantime, should a question arise, you should contact this office by calling 386-2019, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

Sincerely,

\_\_\_\_\_  
Lt. Lloyd E. Nippins, III  
Internal Affairs Unit

LEN:dmw

cc: PSD/CLEO Corter

BURLINGTON TOWNSHIP POLICE DEPARTMENT  
INTERNAL AFFAIRS UNIT

INTERVIEW USE IMMUNITY GRANT ADVISEMENT

STATEMENT:

You are being questioned as part of an official investigation of this agency into potential violations of department rules and regulations. You will be asked questions specifically directed and narrowly related to the performance of your official duties and your fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and Constitutions of this State and the United States, including the right not to be compelled to incriminate yourself in a criminal matter. Despite your duty to testify and to answer questions relating to the performance of your official duties or fitness for office, you have a right to refuse to answer any question which would incriminate you in a criminal matter. You have invoked your right to remain silent and have been granted immunity from criminal prosecution in the event your answers to the narrow questions asked implicate you in a criminal offense. You are now ordered to answer. Therefore, you must answer. No answer given by you pursuant to this order, nor evidence derived from the answer, may be used against you in any criminal proceeding. If you refuse to obey this order to answer, criminal proceeding. If you refuse to obey this order to answer, you may be subject to disciplinary charges for that refusal, which can result in your dismissal from this agency. Further, although any statement which you make cannot be used against you in any criminal proceeding, any statement you make may be used against you in relation to any subsequent departmental disciplinary proceeding.

I have read and understand the contents of the above statement on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. I further state that I have been given ample time to seek counsel or advice in accordance with S.O.P. Vol. I, Chapter I, Number 6.

Signature: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

Others Present: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I.A. \_\_\_\_\_  
\_\_\_\_\_, 19\_\_

Dear \_\_\_\_\_:

The Internal Affairs Unit of this department has completed its investigation of your complaint concerning the conduct of Officer \_\_\_\_\_. The investigation and a review of the all information currently available to this office indicates that the officer followed the appropriate department policies and procedures and acted within performance guidelines.

If you have additional information which you believe should be considered, please contact the Internal Affairs Unit at 386-2019. If no additional information is received within ten (10) days, this case will be considered closed.

We expect our personnel to always be courteous and professional in the performance of their duties. Even so, misunderstandings can and do occur. We need and welcome citizen comments on the performance of our personnel and the services we provide. Those comments are helpful to our policy and procedures evaluation process as well as in determining employee performance.

Thank you for bringing this matter to our attention.

Sincerely,

Walter J. Corter  
Public Safety Director/  
Chief Law Enforcement Officer

WJC:dmw

P.P.T.

I.A. \_\_\_\_\_  
\_\_\_\_\_, 19\_\_

Dear \_\_\_\_\_:

The Internal Affairs Unit of this department has completed its investigation of your complaint concerning the conduct of Officer\_\_\_\_\_. The investigation and a review of all the information currently available to this office indicates that the officer did not follow the appropriate departmental policies and procedures. Appropriate administrative action will be taken as provided for in the Rules and Regulations of this agency.

Thank you for bringing this matter to our attention. We expect our personnel to always be courteous and professional in the performance of their duties. We regret that an expectation occurred in this case. Be assured that your complaint and the subsequent investigation will help us in delivering better police services in the future.

Sincerely,

Walter J. Corter  
Public Safety Director/  
Chief Law Enforcement Officer

WJC:dmw

P.P.T.

BURLINGTON TOWNSHIP POLICE DEPARTMENT  
INTERNAL AFFAIRS UNIT

I, \_\_\_\_\_, a  
member of Burlington Township Police Department do hereby  
expressly waive the right of privileged communication and  
authorize Dr. \_\_\_\_\_ with whom I have  
been in attendance or otherwise, to release any and all  
information or opinions acquired relative to my medical history  
to Burlington Township Police Department's Internal Affairs Unit  
solely for evaluation with regard to their investigation.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

I.A. \_\_\_\_\_  
\_\_\_\_\_, 19\_\_

Dear \_\_\_\_\_:

The Internal Affairs Unit of this department has completed its investigation of your complaint concerning the conduct of Officer \_\_\_\_\_. The investigation and a review of all information currently available to this office verify the facts of your allegation. However, the officer conducted himself in accordance to departmental policy and procedures. It was determined that, in this instance, the policy failed to achieve the desired results. We are conducting a full review of this policy and regret that it did not serve your needs in this instance.

Thank you for having taken the time to bring this matter to our attention.

Sincerely,

Walter J. Corter  
Public Safety Director/  
Chief Law Enforcement Officer

WJC:dmw

P.P.T.

BURLINGTON TOWNSHIP POLICE DEPARTMENT  
INTERNAL AFFAIRS UNIT

I, \_\_\_\_\_, of  
\_\_\_\_\_ (address) do hereby  
expressly waive the right of privileged communication and  
authorize \_\_\_\_\_ (Doctor/Hospital)  
by whom I have been treated, in attendance or otherwise, to  
release any and all information or opinions acquired relative to  
my treatment and medical history as it relates to injuries  
received on \_\_\_\_\_ (date) to the  
Burlington Township Police Department Internal Affairs Unit for  
evaluation with regard to their investigation of a complaint  
filed by me or on my behalf.

This waiver is given with the understanding that all records  
released will be solely used for purposes of this investigation  
and will not be otherwise used or disseminated.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_