

3-0182

01-11

CONTRACT

TOWNSHIP OF GALLOWAY

BETWEEN

Atlantic County

POLICE BENEVOLENT ASSOCIATION:
~~LOCAL #77~~

GALLOWAY TOWNSHIP POLICE DEPARTMENT

DURATION: JANUARY 1, 1980 TO DECEMBER 31 1981

TABLE OF CONTENTS

ARTICLE 1: PURPOSE

ARTICLE 2: EMPLOYEE REPRESENTATIVE

ARTICLE 3: GRIEVANCE PROCEDURE

ARTICLE 4: NON DISCRIMINATION

ARTICLE 5: BULLETIN BOARD

ARTICLE 6: MANAGEMENT RIGHTS

ARTICLE 7: STRIKES

ARTICLE 8: POLICEMEN'S RIGHTS

ARTICLE 9: HOLIDAYS

ARTICLE 10: VACATIONS

ARTICLE 11: PERSONAL DAYS

ARTICLE 12: LEAVES

ARTICLE 13: SALARY, OVERTIME, LONGEVITY, COMPENSATORY TIME

ARTICLE 14: ACTING OFFICER

ARTICLE 15: COLLEGE ALLOWANCE

ARTICLE 16: HOSPITALIZATION INSURANCE

ARTICLE 17: CLOTHING ALLOWANCE

ARTICLE 18: CONTINUATION OF BENEFITS

ARTICLE 19: SAVINGS CLAUSE

ARTICLE 20: DURATION OF AGREEMENT

SIGNATURE PAGE

AGREEMENT

THIS AGREEMENT, DATED THE FOURTH OF AUGUST 1980, BY AND BETWEEN THE TOWNSHIP OF GALLOWAY, STATE OF NEW JERSEY AND THE POLICEMENS BENEVOLENT ASSOCIATION MAINLAND LOCAL #77, HEREINAFTER REFERRED TO AS " PBA #77 ".

ARTICLE 1: PURPOSE

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE PROVISIONS OF CHAPTER 303, LAWS OF 1968 (N.J. REVISED STATUTE 34:13A 5.1 FT SEQ.) OF THE STATE OF NEW JERSEY, TO PROMOTE AND ENSURE HARMONIOUS RELATIONS, COOPERATION AND UNDERSTANDING BETWEEN THE TOWNSHIP AND ITS EMPLOYEES, TO PROVIDE FOR THE RESOLUTION OF LEGITIMATE GRIEVANCES: TO PRESCRIBE THE RIGHTS AND DUTIES OF THE TOWNSHIP AND ITS EMPLOYEES; ALL IN ORDER THAT THE PUBLIC SERVICE SHALL BE EXPEDITED AND EFFECTUATED IN THE BEST INTERESTS OF THE CITIZENS OF THE TOWNSHIP OF GALLOWAY.

ARTICLE 2: EMPLOYEE REPRESENTATIVE

2.1 MAJORITY REPRESENTATIVE: THE TOWNSHIP RECOGNIZES THE MAJORITY REPRESENTATIVE OF THE PBA #77 AS THE EXCLUSIVE NEGOTIATING AGENT FOR ALL REGULARLY APPOINTED, FULL TIME POLICE PERSONNEL WITHIN THE TOWNSHIP OF GALLOWAY, HEREINAFTER REFERRED TO AS THE "EMPLOYEES":. THE TOWNSHIP AND THE EMPLOYEES AGREE THAT THE MAJORITY REPRESENTATIVE OF PBA #77 HAS THE RIGHT TO NEGOTIATE AS TO RATES OF PAY, HOURS OF WORK, FRINGE BENEFITS, WORKING CONDITIONS, SAFETY OF EQUIPMENT, PROCEDURES FOR THE ADJUSTMENT OF DISPUTES AND GRIEVANCES AND ALL OTHER RELATED MATTERS.

2.2 STEWARD: PBA #77 HAS APPOINTED PATROLMAN FRANK A. JOHNSON OF THE GALLOWAY TOWNSHIP POLICE DEPARTMENT AND THE PBA STEWARD FOR THE DURATION OF THIS AGREEMENT, AND IN HIS ABSENCE, PATROLMAN Roger Marchiano AS THE ALTERNATE STEWARD AND THEY SHALL BE GRANTED ALL THE RIGHTS AND PRIVILEGS THERETO.

ARTICLE 3: GRIEVANCE PROCEDURE

3.1 DEFINITION: A GRIEVANCE IS ANY DISPUTE BETWEEN THE PARTIES CONCERNING THE APPLICATION OF INTERPRETATION OF THE AGREEMENT OR ANY COMPLAINT BY ANY EMPLOYEE AS TO ANY ACTION OR NON-ACTION WHICH VIOLATES ANY RIGHT ARISING FROM HIS OR THEIR EMPLOYMENT.

3.2 GRIEVANCE STEPS:

2-1 (STEP 1) ANY AND ALL GRIEVANCES BY AN EMPLOYEE AND RESPONSES THERETO BY THE TOWNSHIP SHALL BE SUBMITTED TO THE STEWARD OF THE PBA IN WRITING WITHIN TEN (10) DAYS OF ITS OCCURRENCE OR THE KNOWLEDGE OF ITS OCCURRENCE. PBA #77 SHALL APPOINT AN " ASSOCIATION GRIEVANCE COMMITTEE " HEREINAFTER REFERRED TO AS TH COMMITTEE, AND THE COMMITTEE SHALL RECEIVE, SCREEN AND PROCESS ALL GRIEVANCES WITHIN FIFTEEN (15) DAYS OF WRITTEN RECIEPT. THE RESOLUTION OF GRIEVANCES SHALL TAKE PLACE WITHOUT DISCRIMINATION AND IRRESPECTIVE OF MEMBERSHIP IN OR AFFILIATION WITH THE PBA #77.

2-2 (STEP 2) IF THE COMMITTEE IS NOT ABLE TO RESOLVE THE GRIEVANCE WITHIN FIVE (5) DAYS AFTER SCREENING AND ACCEPTANCE OF A GRIEVANCE, IT SHALL SUBMIT THE GRIEVANCE TO THE CHIEF OF POLICE. THE CHIEF OF POLICE MUST RECOMMEND A DECISION IN WRITING WITHIN FIVE (5) DAYS OF RECIEPT OF THE GRIEVANCE TO THE TOWNSHIP MANAGER.

2-3 (STEP 3) THE TOWNSHIP MANAGER MUST RENDER A WRITTEN DECISION REGARDING

THE GRIEVANCE WITHIN FIFTEEN DAYS OF RECEIPT OF THE RECOMMENDATION OF THE CHIEF OF POLICE.

2-4 (STEP 4) IN THE EVENT THE GRIEVANCE IS NOT RESOLVED IN STEP 3, EITHER PARTY MAY REFER THE MATTER FOR IMPARTIAL BINDING ARBITRATION. ANY PARTY WISHING TO MOVE A GRIEVANCE TO ARBITRATION SHALL NOTIFY THE NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION WITHIN TEN (10) DAYS OF RECEIPT OF THE DECISION IN STEP 3 THAT THEY ARE MOVING A GRIEVANCE TO ARBITRATION, AND REQUEST THAT A LIST OF ARBITRATORS BE FURNISHED TO THE TOWNSHIP AND THE COMMITTEE.

2-5 IF THE TOWNSHIP AND COMMITTEE CAN NOT MUTUALLY AGREE TO A SATISFACTORY ARBITRATOR WITHIN FIFTEEN (15) DAYS OF RECEIPT OF THE LIST FROM THE COMMISSION, THE COMMISSION SHALL SELECT AN ARBITRATOR. THE ARBITRATOR SHALL HEAR THE MATTER ON THE EVIDENCE AND WITHIN THE MEANING OF THIS AGREEMENT, HE SHALL RENDER HIS AWARD IN WRITING WHICH SHALL BE FINAL AND BINDING ON ALL PARTIES. THE COST OF THE ARBITRATOR'S FEE SHALL BE SHARED EQUALLY BY THE TOWNSHIP AND PBA #77 AS REQUIRED IN CHAPTER 503.

2-6 ANY STEWARD OR OFFICERS OF PBA #77 EMPLOYED BY THE TOWNSHIP WHOSE PRESENCE IS REQUIRED IN THE GRIEVANCE PROCEDURE SHALL BE RELEASED FROM WORK WITHOUT LOSS OF PAY FOR SUCH PURPOSE AND ANY WITNESSES EMPLOYED BY THE TOWNSHIP, REASONABLY REQUIRED, SHALL BE MADE AVAILABLE DURING WORKING HOURS WITHOUT LOSS OF ANY PAY FOR THE PURPOSE OF THE DISPOSING OF ANY GRIEVANCE OR ARBITRATION MATTER.

2-7 TIME EXTENSIONS IN ANY STEP OF THE GRIEVANCE PROCEDURE MAY BE MUTUALLY AGREED TO BY THE TOWNSHIP AND THE COMMITTEE. ALL SUCH EXTENSIONS SHALL BE IN WRITING AND SIGNED BY A REPRESENTATIVE OF THE TOWNSHIP AND OF

THE COMMITTEE.

ARTICLE 4: NON DISCRIMINATION

THE TOWNSHIP AND EMPLOYEES BOTH RECOGNIZE THAT THERE SHALL BE NO DISCRIMINATION BY REASON OF SEX, CREED, OR RACIAL ORIGIN, WITH RESPECT TO EMPLOYMENT, EMPLOYMENT CONDITIONS AND/OR PROMOTIONS. THE TOWNSHIP FURTHER AGREES THAT IT WILL NOT INTERFERE WITH, NOR DISCRIMINATE AGAINST AN EMPLOYEE BECAUSE OF MEMBERSHIP IN OR AFFILIATION WITH, OR LEGITIMATE ACTIVITY ON BEHALF OF PBA #77. NOR WILL THE TOWNSHIP ENCOURAGE MEMBERSHIP IN ANY OTHER ASSOCIATION OR UNION, NOR DO ANYTHING TO INTERFERE WITH THE REPRESENTATION OF THE EMPLOYEES BY PBA #77.

ARTICLE 5: BULLETIN BOARD

THE TOWNSHIP SHALL PERMIT THE USE OF A BULLETIN BOARD, LOCATED IN THE POLICE DEPARTMENT IN AN AREA ACCESSIBLE BY ALL EMPLOYEES THEREIN, TO PBA #77 FOR THE PURPOSE OF NOTICES CONCERNING PBA BUSINESS AND ACTIVITIES.

ARTICLE 6: MANAGEMENT RIGHTS

6.1 IT IS UNDERSTOOD BY PBA #77 AND THE EMPLOYEES THAT NOTHING CONTAINED IN THIS AGREEMENT SHALL ALTER OR DEPRIVE THE TOWNSHIP OF ANY OF ITS RIGHTS TO GOVERN THE POLICE DEPARTMENT AS SET FORTH IN THE TOWNSHIP CHARTER OR ANY STATE LAW OR REGULATION.

6.2 THE TOWNSHIP, PBA #77 AND EMPLOYEES UNDERSTAND AND AGREE THAT THE SUPERVISORY OFFICERS SHALL EXERCISE THEIR SUPERVISORY DUTIES FAITHFULLY IRRESPECTIVE OF THE FACT THAT THEY ARE COVERED BY THIS AGREEMENT AND THEY SHALL BE OBJECTIVE IN THEIR DEALINGS WITH ALL PERSONNEL SUBORDINATE TO THEM.

ARTICLE 7: STRIKES

PBA #77 AND THE EMPLOYEES ASSURE AND PLEDGE TO THE TOWNSHIP THAT THEIR GOALS AND PURPOSE ARE SUCH AS NOT TO CONDONE STRIKES, WORK STOPPAGES, SLOWDOWNS, SICKOUTS OR ANY OTHER SUCH METHOD WHICH WOULD INTERFERE WITH POLICE SERVICE TO THE PUBLIC OR VIOLATE THE CONSTITUTION AND LAWS OF THE STATE OF NEW JERSEY. PBA #77 AND EMPLOYEES TO INITIATE SUCH ACTIVITIES NOR ADVOCATE OR ENCOURAGE OTHER EMPLOYEES TO INITIATE THE SAME. PBA #77 AND THE EMPLOYEES WILL NOT SUPPORT ANY MEMBER OF THE ASSOCIATION ACTING CONTRARY TO THIS PROVISION.

ARTICLE 8: POLICEMEN'S RIGHTS

ARTICLE 9: HOLIDAYS

9.1 EFFECTIVE JANUARY 1, 1980 ALL EMPLOYEES COVERED BY THIS AGREEMENT RECEIVE PAY, BASED ON THEIR DAILY RATE OF COMPENSATION, FOR TWELVE (12) HOLIDAYS IN LIEU OF TAKING TIME OFF FOR THESE HOLIDAYS ANNUALLY.

9.2 SAID ACCUMULATED PAY SHALL BE PAID ON THE FIRST PAY IN NOVEMBER EACH YEAR.

9.3 AN EMPLOYEE DURING HIS FIRST YEAR OF EMPLOYMENT WILL BE ENTITLED TO THE NUMBER OF THOSE HOLIDAYS WHICH FALL BETWEEN HIS DATE OF HIRE AND THE END OF THE CALENDAR YEAR.

9.4 THESE HOLIDAYS INCLUDE:

NEW YEARS DAY	GENERAL ELECTION DAY
PRESIDENTS DAY	COLUMBUS DAY
GOOD FRIDAY	VETERANS DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	DECEMBER 24TH
LABOR DAY	CHRISTMAS DAY

9.5 ANY TOWNSHIP DECLARED HOLIDAY WHICH WOULD INCREASE THE NUMBER OF HOLIDAYS FOR OTHER TOWNSHIP EMPLOYEES OVER AND ABOVE THE AFOREMENTIONED TWELVE (12), SHALL BE GIVEN TO THOSE EMPLOYEES COVERED BY THIS AGREEMENT AS COMPENSATORY TIME OFF.

ARTICLE 10: VACATIONS

10.1 AN EMPLOYEE, AFTER COMPLETING ONE (1) YEAR SERVICE, AND ACCORDING TO THE FOLLOWING SCHEDULE THEREAFTER, SHALL BE ENTITLED TO A PAID VACATION

ANNUALLY:

UPON COMPLETING 1 YEAR SERVICE AND UNTIL THE COMPLETION
OF FIVE (5) YEARS 12 WORKING DAYS
UPON COMPLETING 5 YEARS SERVICE AND UNTIL THE COMPLETION
OF TEN YEARS 15 WORKING DAYS
UPON COMPLETING 10 YEARS SERVICE AND UNTIL THE COMPLETION
OF 20 YEARS 18 WORKING DAYS
UPON COMPLETING 20 YEARS SERVICE AND THEREAFTER. 21 WORKING DAYS

10.2 IT IS THE INTENT OF THIS ARTICLE TO ENSURE THAT PERSONNEL COVERED BY THIS AGREEMENT SHALL RECEIVE THE MAXIMUM AMOUNT OF ACTUAL VACATION DAYS TO WHICH THEY ARE ENTITLED. DAYS ON WHICH THEY ARE NORMALLY SCHEDULED TO WORK SHALL BE THE DAYS THEY ARE GIVEN OFF, DAYS ON WHICH THEY ARE NORMALLY SCHEDULED OFF INCLUDING, BUT NOT LIMITED TO HOLIDAYS REFERRED TO IN ARTICLE 9, THAT FALL DURING THE VACATION PERIOD SHALL NOT BE COMPUTED AS PART OF THE VACATION. IT IS FURTHER AGREED BY THE TOWNSHIP THAT THE VACATION DAYS TO WHICH THE EMPLOYEES ARE ENTITLED ARE NOT CUMULATIVE AND WILL BE GIVEN OFF BY THE END OF THE CALENDAR YEAR IN WHICH THEY ARE EARNED. IN THE EVENT THAT SCHEDULED VACATIONS DURING THE LAST TWO CALENDAR MONTHS OF THE YEAR ARE INTERRUPTED OR CANCELED DUE TO EMERGENCY SITUATIONS, AS CERTIFIED BY THE TOWNSHIP MANAGER AND THE CHIEF OF POLICE, AND SUCH VACATION TIME CANNOT BE TAKEN BY THE END OF THE CALENDAR YEAR, THEN ALL OR PART OF SUCH VACATION TIME, AS THE CASE MAY BE, SHALL BE EXTENDED INTO THE NEXT CALENDAR YEAR THE SCHEDULING OF WHICH BE DETERMINED BY THE CHIEF OF POLICE.

ARTICLE 11: PERSONAL DAYS

- 11.1 EACH EMPLOYEE COVERED UNDER THIS AGREEMENT SHALL HAVE THREE (3) PERSONAL DAYS PER YEAR WHICH MAY BE TAKEN WITH THE FOLLOWING CONDITIONS:
- A. THE APPROVAL OF THE IMMEDIATE SUPERVISOR SHALL BE SECURED.
 - B. THERE SHALL BE 48 HOURS PRIOR NOTICE GIVEN THE IMMEDIATE SUPERVISOR.

ARTICLE 12: LEAVES

12.1 SICK LEAVE

12.1-1 DEFINED SICK LEAVE IS HEREBY DEFINED AS ABSENCE FROM POST OF DUTY BY AN EMPLOYEE BECAUSE OF ILLNESS, ACCIDENT, EXPOSURE TO CONTAGIOUS DISEASE, ATTENDANCE UPON A MEMBER OF THE EMPLOYEE'S IMMEDIATE FAMILY WHO IS SERIOUSLY ILL AND REQUIRE THE CARE AND ATTENDANCE OF SUCH EMPLOYEE. A CERTIFICATE OF A REPUTABLE PHYSICIAN IN ATTENDANCE SHALL BE REQUIRED AS SUFFICIENT PROOF OF NEED OF LEAVE BY THE EMPLOYEE AFTER THREE (3) CONSECUTIVE DAYS SICK LEAVE, OR LEAVE IN ATTENDANCE OF A MEMBER OF THE EMPLOYEE'S IMMEDIATE FAMILY. IN THE CASE OF AN ILLNESS OF A CHRONIC OR RECURRING NATURE, CAUSING AN EMPLOYEE'S PERIODIC OR REPEATED ABSENCE FOR THREE DAYS OR MORE, ONLY ONE MEDICAL CERTIFICATE SHALL BE REQUIRED FOR EVERY SIX (6) MONTH PERIOD AS SUFFICIENT PROOF OF NEED OF SICK LEAVE BY THE EMPLOYEE, PROVIDED HOWEVER, THE CERTIFICATE MUST SPECIFY THAT THE CHRONIC OR RECURRING NATURE OF THE ILLNESS IS LIKELY TO CAUSE A SUBSEQUENT ABSENCE FROM EMPLOYMENT. IN CASE OF SICK LEAVE DUE TO EXPOSURE TO CONTAGIOUS DISEASE, A CERTIFICATE FROM THE FAMILY DOCTOR MAY BE REQUIRED.

12.1-2 ACCUMULATION- EVERY EMPLOYEE COVERED BY THIS AGREEMENT SHALL, IN ADDITION TO HIS OR HER PAID VACATION AND HOLIDAYS, BE GRANTED SICK LEAVE AS DEFINED ABOVE, WITH PAY FOR NOT LESS THAN ONE (1) WORKING DAY FOR EVERY

12.1-2 (CONT.)

MONTH OF SERVICE DURING THE FIRST CALENDAR YEAR OF EMPLOYMENT AND FIFTEEN (15) WORKING DAYS IN EVERY CALENDAR YEAR THEREAFTER. IF ANY SUCH EMPLOYEE REQUIRES NONE OR ONLY A PORTION OF SUCH ALLOWABLE SICK LEAVE FOR ANY CALENDAR YEAR, THE AMOUNT OF SUCH NOT TAKEN SHALL ACCUMULATE TO HIS OR HER CREDIT FROM YEAR TO YEAR. SUCH EMPLOYEE SHALL BE ENTITLED TO UTILIZE ANY OR ALL SUCH ACCUMULATED LEAVE IF AND WHEN NEEDED AND SHALL BE ENTITLED TO UTILIZE SUCH LEAVE UPON RETIREMENT AS TERMINAL LEAVE WITH PAY. THE TOWNSHIP SHALL NOT REQUIRE ANY OF ITS EMPLOYEES WHO MAY BE DISABLED THROUGH INJURY OR ILLNESS AS A RESULT OF OR ARISING FROM, HIS RESPECTIVE EMPLOYMENT TO UTILIZE THE SICK LEAVE ACCUMULATED UNDER THIS SECTION.

12.2 SEVERANCE ALLOWANCE-

12.2-1 AN EMPLOYEE OF THE TOWNSHIP COVERED UNDER THIS AGREEMENT WHO, AFTER COMPLETING TEN (10) YEARS OF SERVICE, TERMINATES HIS OR HER EMPLOYMENT UNDER HONORABLE CONDITIONS SHALL RECEIVE ONE HALF (1/2) OF ALL ACCUMULATED SICK LEAVE AS A SEVERANCE ALLOWANCE.

12.2-2 THE RATE OF PAY FOR THIS ALLOWANCE SHALL BE COMPUTED ON THE EMPLOYEE'S DAILY RATE OF PAY AT TIME OF TERMINATION.

12.2-3 THE METHOD OF PAY SHALL BE DETERMINED BY THE TOWNSHIP TREASURER BUT, SHALL BE MADE IN LUMP SUM PAYMENT IF PRACTICAL AND REQUESTED BY SAID EMPLOYEE. THE MINIMUM PAYMENT SCHEDULE PERMISSIBLE UNDER THIS AGREEMENT SHALL BE SIX (6) EQUAL MONTHLY INSTALLMENTS PAID TO THE EMPLOYEE.

12.3 FUNERAL LEAVE

12.3-1 SPECIAL LEAVE OF ABSENCE WITH PAY UP TO A MAXIMUM OF FOUR (4) WORKING DAYS SHALL BE GRANTED TO ANY EMPLOYEE IN CASE OF DEATH WITHIN HIS IMMEDIATE FAMILY.

12.3-2 THE TERM "IMMEDIATE FAMILY" SHALL INCLUDE ONLY FATHER, MOTHER, STEP PARENT, MOTHER IN LAW, FATHER IN LAW, GRANDPARENT, SISTER OR BROTHER, SPOUSE CHILD OR FOSTER CHILD OF AN EMPLOYEE, OR RELATIVES RESIDING IN HIS OR HER HOUSEHOLD.

12.3-3 THE SPECIAL LEAVE PERIOD SHALL COMMENCE IMMEDIATELY FOLLOWING THE DEATH OF SUCH PERSONS AND THE NOTIFICATION OF THE DEPARTMENT BY THE EMPLOYEE THE LEAVE IS FOR THE SOLE PURPOSE OF ARRANGING FOR AND ATTENDING THE FUNERAL SERVICE. SUCH SPECIAL LEAVE MAY BE EXTENDED WITHOUT PAY AT THE DISCRETION OF THE CHIEF OF POLICE. THE EXTENDED SPECIAL LEAVE, IF GRANTED SHALL NOT CONSTITUTE SICK LEAVE AND SHALL NOT BE DEDUCTED FROM THE EMPLOYEE'S ANNUAL SICK LEAVE.

12.4 INJURY LEAVE

12.4-1 INJURY LEAVE SHALL BE GRANTED WITH FULL PAY TO EMPLOYEES DISABLED THROUGH INJURY OR ILLNESS AS A RESULT OF, OR ARISING FROM THEIR RESPECTIVE EMPLOYMENT.

12.4-2 ANY AMOUNT OF SALARY OR WAGES PAID OR PAYABLE TO EMPLOYEES BECAUSE OF LEAVE PURSUANT TO THIS SECTION (12.4) SHALL BE REDUCED BY THE AMOUNT OF

WORKMANS COMPENSATION AWARDED UNDER CHAPTER 15 OF TITLE 34 OF THE REVISED STATUTES MADE FOR DISABILITY BECAUSE OF THE INJURY OR ILLNESS REQUIRING SUCH LEAVE.

12.5 LEAVE FOR PBA MEETINGS

12.5-1 THE EXECUTIVE DELEGATE AND PRESIDENT (OR APPOINTED ALTERNATES) OF PBA #77 SHALL BE GRANTED LEAVE FROM DUTY WITH FULL PAY FOR ALL MEETINGS OF PBA WHEN SUCH MEETINGS TAKE PLACE AT A TIME WHEN SUCH OFFICERS ARE SCHEDULED TO BE ON DUTY, PROVIDED THE AFFECTED OFFICER GIVES REASONALBE WRITTEN NOTICE TO THE CHIEF OF POLICE.

ARTICLE 13: SALARY, OVERTIME, LONGEVITY, COMPENSATORY TIME

13.1 COMMENCING JANUARY 1, 1980 AND RETROACTIVE TO SAID DATE IF APPLICABLE, AND CONTINUING THROUGH MIDNIGHT DECEMBER 31, 1980, THE ANNUAL BASE SALARY TO BE PAID THE FOLLOWING EMPLOYEES OF THE TOWNSHIP SHALL BE AS FOLLOWS. THE PAY PERIODS SHALL CONTINUE IN THE CURRENT PRACTICE.

LIEUTENANT.....	\$17,300	PER ANNUM
SERGEANT.....	\$16,600	PER ANNUM
SENIOR PATROLMAN (AFTER 3 YEARS SERVICE).....	\$16,000	PER ANNUM
PATROLMAN 3 (ENTERING THE 3RD YEAR).....	\$14,000	PER ANNUM
PATROLMAN 2 (ENTERING THE 2ND YEAR).....	\$12,600	PER ANNUM
PATROLMAN 1 (UPON ENTRY).....	\$11,800	PER ANNUM

13.2 COMMENCING JANUARY 1, 1981 AND RETROACTIVE TO SAID DATE IF APPLICABLE AND CONTINUING THROUGH MIDNIGHT DECEMBER 31, 1981, THE ANNUAL BASE SALARY TO BE PAID THE FOLLOWING EMPLOYEES SHALL BE AS FOLLOWS. THE PAY PERIODS SHALL CONTINUE IN THE CURRENT PRACTICE.

LIEUTENANT.....	\$19,500	PER ANNUM
SERGEANT.....	\$18,500	PER ANNUM
SENIOR PATROLMAN (AFTER 3 YEARS SERVICE).....	\$17,600	PER ANNUM
PATROLMAN 3 (ENTERING 3RD YEAR).....	\$15,400	PER ANNUM
PATROLMAN 2 (ENTERING 2ND YEAR).....	\$13,860	PER ANNUM
PATROLMAN 1 (UPON ENTRY).....	\$12,980	PER ANNUM

13.3 OVERTIME:

13.3-1 OVERTIME SHALL CONSIST OF ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY, OR FORTY (40) HOURS PER WEEK.

13.3-2 ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL, IN ADDITION TO THEIR BASE SALARIES, BE PAID ONE AND ONE HALF TIMES THEIR HOURLY RATE OF BASE PAY, AND COMPUTED ON THE BASIS OF AN EIGHT HOUR DAY, FORTY HOUR WORK WEEK FOR ALL OVERTIME HOURS WORKED INCLUDING BUT NOT LIMITED TO THE FOLLOWING: COURT APPEARANCES AND UNSCHEDULED OVERTIME SPENT ON EMERGENCIES AND OTHER EXTRA DUTY ACTIVITIES, APPROVED BY THE CHIEF OF POLICE AND THE TOWNSHIP MANAGER.

13.3-3 ALL OVERTIME PAYMENTS SHALL BE PAID IN THE PAY PERIOD IMMEDIATELY FOLLOWING THE PERIOD IN WHICH IT WAS WORKED.

13.4 PREVIOUS SERVICE:

13.4-1 CREDIT OF UP TO AND INCLUDING THREE (3) YEARS OF PREVIOUS SERVICE AS A POLICE OFFICER SHALL BE GIVEN TO NEW HIRES THAT HAVE SUCCESSFULLY COMPLETED THE REQUIRED COURSES OF STUDY AT AN ACCREDITED POLICE ACADEMY. DOCUMENTATION OF PREVIOUS SERVICE SHALL BE DETERMINED BY THE CHIEF OF POLICE.

13.5 LONGEVITY:

13.5-1 EACH EMPLOYEE COVERED BY THIS AGREEMENT SHALL BE PAID IN ADDITION TO, AND TOGETHER WITH HIS OR HER ANNUAL BASE SALARY AS LISTED IN ARTICLE 13 SECTION 1&2, ADDITIONAL COMPENSATION BASED UPON THE LENGTH OF HIS OR HER SERVICE.

13.5-2 LONGEVITY PAY SHALL BE COMPUTED ON THE BASIS OF THE EMPLOYEE'S ANNIVERSARY DATE OF EMPLOYMENT EACH YEAR AND WILL BE PAID IN THE SAME PERIODS AS SALARY.

13.5-3 THE LONGEVITY SCHEDULE TO BE USED IS AS FOLLOWS:

YEARS SERVICE	PERCENT ANNUAL BASE SALARY
COMPLETING 5 YEARS	2%
COMPLETING 10 YEARS	4%
COMPLETING 15 YEARS	6%
COMPLETING 20 YEARS	8%
COMPLETING 25 YEARS	10%

13.6 COMPENSATORY TIME OFF:

EFFECTIVE JUNE 1, 1979 AND CONTINUING THROUGH THE DURATION OF THIS AGREEMENT, COMPENSATORY TIME OFF AT THE RATE OF TIME AND ONE HALF MAY BE GIVEN IN LIEU OF OVERTIME PAYMENTS AS THE REQUEST OF THE EMPLOYEE AND WITH THE APPROVAL OF THE CHIEF OF POLICE OR LIEUTENANT OF POLICE. PROVIDED HOWEVER, THAT THE COMPENSATORY TIME OFF IS REQUESTED PRIOR TO THE PAY PERIOD THE OVERTIME PAYMENTS ARE TO BE MADE.

ARTICLE 14: ACTING OFFICER

ANY EMPLOYEE WHO SHALL HAVE BEEN APPOINTED BY THE TOWNSHIP MANAGER, WHO SHALL HAVE TAKEN INTO CONSIDERATION THE RECOMMENDATION OF THE CHIEF OF POLICE, TO ACT FOR A SENIOR OFFICER AND WHO SHALL HAVE PERFORMED THE DUTIES THEREOF, FOR A CONTINUOUS PERIOD OF THIRTY (30) DAYS SHALL THEREAFTER BE GRANTED COMPENSATION APPROPRIATE TO SUCH OFFICE FOR THE TIME SO HELD. THIS SECTION IS EFFECTIVE FROM JANUARY 1, 1978.

ARTICLE 15: COLLEGE ALLOWANCE

15.1 THE TOWNSHIP AND THE PBA #77 AGREE THAT THE AMOUNT AND QUALITY OF AN EMPLOYEE'S EDUCATION OFTEN DETERMINES THE VALUE OF HIS CONTRIBUTION TO THE COMMUNITY AND THE DEGREE OF PROFICIENCY WITH WHICH HE PERFORMS HIS DUTIES. IN ORDER TO PROVIDE AN INCENTIVE TO ENCOURAGE THE EMPLOYEE'S TO ACHIEVE THE ADVANTAGES OF HIGHER EDUCATION AND IN ORDER TO ATTRACT APPLICANTS WITH ADVANTAGES OF HIGHER EDUCATION THE TOWNSHIP AGREES: EACH EMPLOYEE WHO RECEIVES OR HAD RECEIVED ACADEMIC CREDITS FOR STUDY IN ANY INSTITUTION OF HIGHER EDUCATION WHICH OFFERS A CURRICULUM LEADING TO, OR ACCREDITABLE TOWARD A BACCALAUREATE OR ASSOCIATES DEGREE IN LAW ENFORCEMENT AND WHICH IS AN ACCREDITED INSTITUTION OF HIGHER LEARNING, SHALL BE PAID AN ALLOWANCE IN THE AMOUNT OF FIFTEEN (\$15.00) DOLLARS PER CREDIT UP TO A MAXIMUM OF SIX HUNDRED (\$600.00) DOLLARS.

15.2 PAYMENTS FOR ALL CREDITS ATTAINED BY EXISTING EMPLOYEE'S SHALL BE PAID ON THE FIRST PAY DAY IN NOVEMBER EACH YEAR. PAYMENTS FOR NEW EMPLOYEE'S SHALL BE COMPUTED FROM ENTRY DATE AND PAID IN THE SAME MANNER.

15.3 COURSES MUST FIRST BE APPROVED BY THE CHIEF OF POLICE AND THE TOWNSHIP MANAGER AND A GRADE OF "C" OR BETTER EARNED. CREDITS EARNED MUST BE VERIFIED BY AN OFFICIAL TRANSCRIPT.

15.4 THE TOWNSHIP AGREES TO PAY THE COST OF THE NECESSARY BOOKS USED IN THE COURSE WAS SUCCESSFULLY PASSED AND A RECEIPT FOR SAID BOOKS IS PRESENTED. THE BOOKS ARE TO BECOME THE PROPERTY OF THE TOWNSHIP TO BE PLACED IN A LIBRARY FOR POLICE OFFICERS REQUIRING THEIR USE.

ARTICLE 16: HOSPITALIZATION INSURANCE

16.1 THE TOWNSHIP AGREES TO PROVIDE NEW JERSEY BLUE CROSS AND BLUE SHIELD HOSPITALIZATION INSURANCE WITH RIDER "J" FOR ALL EMPLOYEE'S COVERED BY THIS

AGREEMENT, AT THE TOWNSHIP'S EXPENSE.

16.2 THE TOWNSHIP FURTHER AGREES TO PROVIDE MAJOR MEDICAL INSURANCE FOR ALL EMPLOYEE'S COVERED BY THIS AGREEMENT, AT THE TOWNSHIP'S EXPENSE.

16.3 THE TOWNSHIP AGREES TO PAY THE PREMIUM REQUIRED FOR SINGLE AND MARRIED EMPLOYEE'S FOR THE EASTERN STATES H AND W FUND. THIS FUND WILL COVER DENTAL, OPTICAL AND PRESCRIPTION DRUGS. THE INSURANCE PLAN WILL BE MADE ON A MONTHLY BASIS BY THE TOWNSHIP TREASURER.

ARTICLE 17: CLOTHING ALLOWANCE

17.1 EACH EMPLOYEE COVERED UNDER THIS AGREEMENT SHALL RECEIVE A CLOTHING ALLOWANCE OF FOUR HUNDRED AND FIFTY DOLLARS (\$450.00) ANNUALLY. THIS ALLOWANCE IS TO BE PAID IN TWO EQUAL INSTALLMENTS OF TWO HUNDRED TWENTY FIVE DOLLARS (\$225.00) EACH, THE FIRST ON MAY 1ST. AND THE SECOND ON OCTOBER 1ST.

17.2 THIS ALLOWANCE IS INTENDED TO COVER THE REPLACEMENT, CLEANING AND MAINTENANCE OF CLOTHING AND/OR UNIFORMS.

17.3 FOR NEW EMPLOYEE'S, THE INITIAL ISSUE SHALL BE PROVIDED BY THE TOWNSHIP AND THE FIRST ALLOWANCE SHALL BE PRORATED FROM THE DATE OF HIRE.

17.4 THE REPLACEMENT OF EQUIPMENT DAMAGED OR DESTROYED IN THE LINE OF DUTY SHALL BE TREATED AS FOLLOWS:

17.4-1 A DAMAGED OR DESTROYED WEAPON AND/OR HOLSTER SHALL BE REPLACED BY THE TOWNSHIP.

17.4-2 ALL CLAIMS FOR DAMAGED PRESCRIPTION EYEWEAR, MATCHES AND BRIEFCASES SHALL BE REVIEWED BY A PANEL WHICH WILL CONSIST OF THE PBA SHOP STEWARD,

17.4-3 IF APPROVED FOR REPLACEMENT BY SAID PANEL, THESE ITEMS SHALL BE REPLACED AS FOLLOWS, PER INCIDENT:

PRESCRIPTION EYEGLASSES: ACTUAL REPLACEMENT COST OF IDENTICAL EQUIPMENT.

WATCHES: ACTUAL REPLACEMENT UP TO \$50.00 IN VALUE.

BRIEFCASES: ACTUAL REPLACEMENT UP TO \$25.00 IN VALUE.

ARTICLE 18: CONTINUATION OF BENEFITS

NOT COVERED BY THIS AGREEMENT

ALL PRACTICES AND CONDITIONS NOT COVERED BY THIS AGREEMENT SHALL CONTINUE TO BE GOVERED, CONTROLLED AND INTERPRETED BY REFERENCE TO THE TOWNSHIP CHARTER, ORDINANCES, RULES AND REGULATIONS OF THE POLICE DEPARTMENT, AND ANY PRESENT OR PAST BENEFITS WHICH ARE ENJOYED BY EMPLOYEE'S COVERED BY THIS AGREEMENT, THAT HAVE NOT BEEN INCLUDED IN THIS AGREEMENT AND WHICH ARE NOT INCONSISTENT WITH THIS AGREEMENT SHALL BE CONTINUED, PROVIDED HOWEVER THAT THIS SHALL NOT POSE ANY LIMITATIONS UPON THE TOWNSHIP TO NEGOTIATE ANY PAST BENEFITS AS PART OF ANY NEW CONTRACT.

ARTICLE 19: SAVINGS CLAUSE

19.1 IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT SHALL BE FINALLY DETERMINED TO BE IN VIOLATION OF ANY APPLICABLE LAW OF THE STATE OF NEW JERSEY, SUCH DETERMINATION SHALL NOT IMPAIR THE VALIDITY AND ENFORCEABILITY OF REMAINING OTHER PROVISIONS OF THIS AGREEMENT.

19.2 IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT CONFLICTS WITH ANY TOWNSHIP ORDINANCE, THE TOWNSHIP AGREES THAT SUCH ORDINANCE SHALL BE REPEALED OR AMENDED TO CONFORM TO THE TERMS OF THIS AGREEMENT.

ARTICLE 20: DURATION OF AGREEMENT

20.1 THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FROM JANUARY 1, 1980 UNTIL MIDNIGHT DECEMBER 31, 1981.

20.2 THE PARTIES AGREE THAT NEGOTIATIONS FOR A SUCCESSOR AGREEMENT AND MODIFYING , AMENDING OR ALTERING THE CHANGING ITEMS AND PROVISIONS OF THIS AGREEMENT SHALL COMMENCE NO LATER THAN SEPTEMBER 13, 1981. IT IS UNDERSTOOD THAT PBA #77 IS SEEKING A SUCCESSOR AGREEMENT COMMENCING FROM JANUARY 1, 1982, AS LIMITED BY THE PROVISIONS SET FORTH IN ARTICLE 12 A. THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL A SUCCESSOR AGREEMENT IS REACHED.

Harold Gabriel MAYOR

HAROLD GABRIEL

Harry Leeds COUNCILMAN

HARRY LEEDS

Leon E. Steelman ACTING MANAGER

LEON STEELMAN

Frank A. Johnson STEWARD

FRANK A. JOHNSON

Vince Di Canio PRESIDENT PSA

VINCE DI CANIO

Audrey Woods ATTESTED *Audrey Woods*

AUDREY WOODS

Craig Rumber State Delegate

TOWNSHIP SEAL

DATE AUGUST 4, 1980

ARTICLE 8

The Police Officers' Bill of Rights shall provide but shall not be limited to the following.....Nothing contained herein shall negate any rights granted by any State, Local or Constitutional law or decision.

8.1 Political Activity

Except when on duty or whenever acting in his official capacity, no police officer shall be prohibited from engaging in political activity.

8.2 Investigations of Police Officers

Whenever a police officer is to be investigated or is under investigation, the officer is to be made aware of the investigation upon its commencement.

If a police officer is subjected to interrogation by his commanding officer and/or any other officer of the Police Department for any reason which could lead to disciplinary action, demotion, dismissal, transfer, or criminal action or charges, such interrogation shall be conducted under the following conditions:

2-1 The interrogation shall be conducted at a reasonable hour, preferably at a time when the officer is on duty with reasonable notice being given unless the seriousness of the investigation is of such a degree that an immediate interrogation is required, and if such interrogation does occur during the off duty time of the officer being interrogated, he shall be compensated for such off duty time in accordance with regular department procedures.

2-2 The investigating officer shall designate the location at which the interrogation shall take place. It shall be at (1) the office of the command of the investigating officer; or (2) the station, bureau or unit in which an incident allegedly occurred; or (3) at the actual location where the incident allegedly occurred, in which latter event no non-officer complainant shall be allowed to be present. If circumstances preclude the selection of any of the above, then the investigation shall be conducted at any other place selected by the interviewing office in consultation with the officer under investigation.

2-3 The officer under investigation shall be informed prior to such interrogation of the rank, name and command of the officer in charge of the investigation, the interrogating officers, and all persons who will be present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through no more than two (2) interrogators.

2-4 All complaints must be reduced to writing as soon as possible. The officer under interrogation shall be informed in writing of the nature of the investigation prior to any interrogation, and he shall be informed, in writing of the names and addresses of all complainants, provided, however, that the investigating officer of a complaint may be the complainant.

2-5 Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary, provided that no period of continuous questioning shall be longer than thirty (30) minutes duration without the officers' consent.

2-6 The officer under interrogation shall not be subjected to offensive language or threatened with transfer or any disciplinary action. No promise of reward or favorable treatment shall be made as an inducement to answering any question. The Police Department shall not cause him to be subjected to visits by the press or news media without his express consent, nor shall his home address, telephone number or photograph be given to the press or news media without his express consent.

2-7 The complete interrogation of the officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. At the request of the officer a copy of the interrogation shall be furnished to him if transcribed, and if further proceedings are contemplated by the Police Department or any other agency. If a tape recording is made of the interrogation, the officer shall have access to a copy of the tape if any further proceedings are contemplated.

8.3 Advice of Rights (To be read to each officer prior to interrogation)

3-1 A police officer is a citizen of the United States and of the State of New Jersey and as such, is entitled to all the rights and privileges guaranteed by the Constitution and Laws of the United States and of the State of New Jersey.

3-2 The officer has the right not to incriminate himself by answering questions, oral or written, propounded to him in the course of an departmental or criminal investigation. Nor shall the officer be compelled to give a statement oral or written relating to said investigation without first being read and having waived his miranda rights.

3-3 At any point during the investigation, the officer has the right to retain counsel of his choice at his own expense, and to have said counsel present to advise at all stages of the proceedings against and/or interrogation of the officer. At the request of the officer, the PBA representative will be present at any interview/interrogation of said officer. The representatives purpose shall not be to advise but to witness the conduct of said procedure to insure compliance with this section (Article 8). No dismissal, demotion, transfer, suspension, reassignment, denial of promotion or reassignment or other personnel action which might result in the loss of pay and benefits which might be considered a punitive measure shall be taken against an officer by reason of his lawful exercise of his constitutional rights and/or the rights granted herein and/or the exercise of his rights to initiate and persue a grievance.

3-4 In the event that the department chooses to proceed criminally against the officer for any violation of the law, no interrogation shall take place unless a representative or counsel of the officers' choosing is present. The representative or counsel selected by the officer may counsel the officer prior and during the interrogation and object to any questions asked, and the interrogation will immediately terminate at the request of the officer or his representative or counsel.

3-5 In the course of any interrogation, the officer shall have the right to name witnesses who shall be interviewed by the investigating officer.

3-6 Nothing in the foregoing shall abridge the right of a commanding officer to counsel with, advise, or admonish an officer under his command in private.

3-7 At the conclusion of any interrogation, the officer shall have the right to make an oral presentation for the record, or read a written statement into the record. The member shall, if requested, have the right to a brief recess period prior to said oral presentation or said reading of a written statement.

3-8 Any complaint against an officer which has been exonerated or unfounded shall be expunged and removed from all departmental and township personnel files and records. All investigative materials, records and notes shall be received, if desired, by the officer and/or his counsel. After review, the file shall be sealed and filed only under the custody and care of the Chief of Police. Said file shall not, in any way, be used against the officer in any personnel or administrative decisions. Said file shall not be opened nor information contained therein released without giving notification to the officer.

8.4 Police Officers' right to bring suit

Police officers shall have the right, upon notification to the Police Commission, to bring civil suit against any person or group of persons, including heads or members of business, social or educational organizations for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights on account of their performance of official duties.

8.5 Civilian Complaint

No complaint by a civilian against an officer shall result in any disciplinary action unless the complaint be duly sworn to by the complainant before an official authorized to administer oaths.

8.6 No officer shall suffer a demotion, transfer, reassignment, denial of promotion,

or reassignment or other personnel action which might result in loss of pay or benefits or which otherwise might be considered a punitive measure unless such officer is notified in writing of the action and the reason or reasons therefore prior to the taking of such action.

8.7 Suspensions: No officer shall suffer a suspension from duty, with or without pay unless the following circumstances are apparent.

7-1 Where the officer has been indicted, charged or alleged to have committed a severe criminal offense or severe violation of departmental regulations which constitutes a threat, hazzard, or danger to the public or members of the department.

7-2 The officer shall be notified in writing of the suspension and reasons therefore, prior to the suspension if practical.

7-3 Any suspension and all subsequent proceedings shall be handled in accordance with the guidelines as set forth in Title 40 and applicable case law.

7-4 In addition to any administrative procedures available to him regarding the filing of grievances, any officer may institute an action in a civil court to obtain redress of grievances, but he shall have first used the grievance procedure set forth herein.

8.8 No officer shall have any comment or statement adverse to his interest entered into his personnel record by any person without the following:

8-1 The officer may sign the document indicating he is aware of and in agreement with what is contained therein.

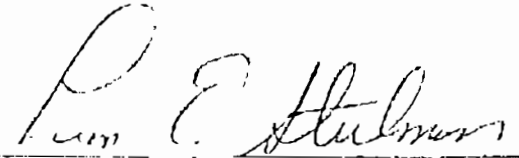
8-2 The officer may refuse to sign said document and may permanently attach a statement correcting or clarifying his position relevant to the matter.

8.9 No officer shall be compelled to submit to a polygraph examination without his express written consent. No disciplinary action or other recrimination whatsoever shall be taken against an officer refusing to submit to a polygraph examination, nor shall any comment be entered anywhere that the officer refused to take a polygraph examination, nor shall any testimony or evidence be admissible in any Police

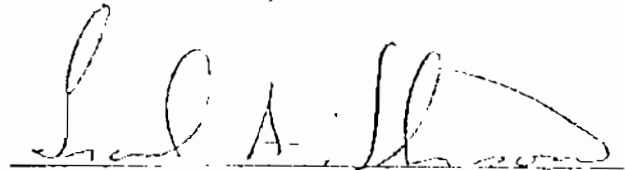
Department proceeding, to the effect that the officer refused to take a polygraph examination.

8.10 No officer shall be denied the opportunity to participate in secondary employment subject to the department's right to restrict employment in such areas wherein a conflict of interest would exist. Such types of employment where a conflict could reasonably be determined to exist must be narrowly construed and delineated.

8.11 No officer shall be required or requested for purposes of assignment or other personnel action, to disclose any item of his property, income assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household), unless such information is obtained under proper legal procedure or tends to indicate a conflict of interest with respect to the performance of his official duties.



LEON STEELMAN, ACTING MANAGER



FRANK A JOHNSON, STEWARD

Sept 10, 1984