

5267

CONTRACT BETWEEN THE  
TOWNSHIP OF CRANBURY  
AND  
FOP #68  
FOR THE PERIOD  
JANUARY 1, 1994 - DECEMBER 31, 1997

TABLE OF CONTENTS

PREAMBLE . . . . .	1
ARTICLE I      RECOGNITION. . . . .	2
ARTICLE II     MANAGEMENT RIGHTS. . . . .	3
ARTICLE III    MAINTENANCE OF WORK OPERATIONS. . . . .	4
ARTICLE IV     COLLECTIVE BARGAINING PROCEDURE. . . . .	5
ARTICLE V      GRIEVANCE PROCEDURE . . . . .	6
ARTICLE VI     HOURS OF WORK & OVERTIME. . . . .	7
ARTICLE VII    SALARY & WAGE . . . . .	9
ARTICLE VIII   LONGEVITY . . . . .	10
ARTICLE IX     DUES. . . . .	11
ARTICLE X      VACATIONS . . . . .	12
ARTICLE XI     HOLIDAYS. . . . .	13
ARTICLE XII    SICK LEAVE. . . . .	14
ARTICLE XIII   OTHER LEAVE . . . . .	17
ARTICLE XIV    INSURANCE . . . . .	18
ARTICLE XV     WORK-INCURRED INJURY. . . . .	19
ARTICLE XVI    ANNUAL PHYSICAL AND MEDICAL REIMBURSEMENTS . . . . .	20
ARTICLE XVII   MILITARY LEAVE. . . . .	21
ARTICLE XVIII   PERSONNEL FILE . . . . .	22
ARTICLE XIX    UNIFORMS AND EQUIPMENT. . . . .	23
ARTICLE XX     DISCRIMINATION AND COERCION . . . . .	24
ARTICLE XXI    SEPARABILITY AND SAVINGS. . . . .	25
ARTICLE XXII   POLICE OFFICERS BILL OF RIGHTS. . . . .	26
ARTICLE XXIII   DURATION. . . . .	28

PREAMBLE

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by and between the TOWNSHIP OF CRANBURY in the County of Middlesex, a municipal corporation of the State of New Jersey (hereafter the "Township"), and the CRANBURY FRATERNAL ORDER OF POLICE, LODGE NO. 68, the duly appointed representative of all full-time officers employed by the Township, excluding all officers above the rank of Captain, (hereafter the "FOP"), represents the complete and final understanding on all bargainable issues between the Township and the FOP except as noted in Chapter XXIII, "Duration".

ARTICLE I  
RECOGNITION

A. The Township hereby recognizes the FOP as the sole and exclusive representative of all officer below the rank of Chief for the purpose of collective bargaining and all activities and processes relative thereto.

B. It is the intention of the parties that this Agreement be construed in harmony with the Employer-Employee Relations Act as amended, the laws of the State of New Jersey, the ordinances and policies of the Township, and the rules and regulations of the Police Department.

C. Any condition of employment not directly addressed by this Agreement shall be governed by the ordinances and policies of the Township and the rules and regulations of the Police Department and past practice.

ARTICLE II  
MANAGEMENT RIGHTS

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

1. To manage and administratively control the Township government and its properties, facilities, and officers utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. Of the Chief of Police to make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules, shifts, as well as duties. The Chief shall be in sole charge of the quality and quantity of the work required.

3. Of the Chief of Police to make such reasonable rules and regulations as he/she may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Police Department after advance notice thereof to the officers and to require compliance by the officers.

4. To hire all officers, whether permanent, temporary or seasonal, and to promote or retain officers in positions within the Township.

5. To suspend, demote or take any other appropriate disciplinary actions against any officer for just cause according to law and this agreement.

6. To contract out any work for quasi duty (i.e. traffic control). Cranbury officers will be given preference for available quasi duty work.

7. To lay off officers due to lack of funds.

8. Of the Chief of Police to transfer or assign officers.

9. Of the Chief of Police to decide the number of officers per shift while taking into account officer safety, the public welfare and the availability of manpower.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and code of conduct shall be limited only by this agreement, Rules and Regulations of the Department, and past practice.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40a:1-1 et seq., NJSA 34:13A-5.3, or any national, state, county or local laws or regulations.

ARTICLE III  
MAINTENANCE OF WORK OPERATIONS

The officers recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or take any other concerted action designed to illegally obstruct or disable the proper functions of the Township of Cranbury, and all officers agree to be bound by all such laws, as they now exist at the end of 1993 even if modified or amended, thereafter.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as may be entitled to have in law or in equity in the event of such breach by the FOP or its members.

## ARTICLE IV

### COLLECTIVE BARGAINING PROCEDURE

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Township Administrator and selected members of Township Committee of the Township or their designee or designees, and the Committee or the Association or its designee or designees, shall be the respective bargaining agents for the parties. No representative of the Township shall meet with any member of the Association other than authorized representatives of FOP Lodge #68 for the purpose of discussing wages, hours or conditions of employment or any other matters which are subjects of collective bargaining. No representative of the Association shall meet with any member of the Township other than authorized representatives of the Township for the purposes of discussing wages, hours or conditions of employment, or any matters which are the subject of collective bargaining.

Collective bargaining meetings shall be at times and places mutually convenient and at the request of either party.

Police officers of the Township who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments.

ARTICLE V  
GRIEVANCE PROCEDURE

In the event that any difference or dispute should arise between the TOWNSHIP and the ASSOCIATION, or its members employed by the TOWNSHIP over the application and interpretation of the terms of this Agreement or any action of the Police Department affecting the terms and conditions of employment (including, but not limited to, the disciplining or discharge of an officer), an earnest effort shall be made to settle differences immediately. If the difference or dispute is not resolved, the following procedure shall be followed:

STEP #1. The item shall be presented orally to the Lieutenant, Captain or Chief by the officer and association within seven days of the difference or dispute.

STEP #2. If the issue is not resolved orally, the officer and the association will present a written grievance to the Chief or his/her designee within seven days from the presentation of Step 1. The Chief will respond in writing within fifteen days of their presentation.

STEP #3. If the difference or dispute is not resolved in Step #2, the written grievance shall be presented to the Township Administrator or his/her designee within seven days of the Chief's response. The Administrator will respond in writing to the grievance within twenty-one days after receiving the written grievance.

STEP #4. If the issue is still not settled, the association will notify the Township Administrator, in writing, of the intent to file for arbitration with the Public Employees Relation Commission within seven days of the completion of Step 3--the receipt of the Administrator's written response.

The Arbitrator shall be directed by the parties to decide, as a preliminary question, whether there is jurisdiction here and, if so, decide the matter in dispute. The arbitrator shall be bound by the provisions of the Agreement and by the constitutional laws of the State of New Jersey and shall be restricted to the application of the facts presented to him/her involving the grievance. The arbitrator shall not have the authority to add to, modify, detract, or alter in any way, the provisions of this Agreement or any amendment or supplement hereto.

The decision of the Arbitrator shall be in writing and shall include the reason for each finding and conclusion. The decision shall be final and binding.

The time limits expressed herein shall be strictly adhered to. If the grievance is not processed to the next succeeding step in the procedure by the time limits noted thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive at each step. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

The decision on a grievance at any step shall rely on the material present at each step. Material may be added at the beginning of any step.



ARTICLE VI  
HOURS OF WORK & OVERTIME

A. The schedule which was in effect at the end of 1993 shall remain in effect for the length of the contract. The Chief will post the schedule for the next year in December of the current year.

B. For the purposes of calculating the schedule and overtime and "time owed", the following definitions apply:

Shifts - There are four shifts as follows:

A Shift - 2400 - 0930 hours

B Shift - 0700 - 1630 hours

C Shift - 1430 - 2400 hours

D Shift - 1630 - 0200 hours

Base Work Year - consists of 260 days or a total of 2080 hours

Base Salary - the annual salary without longevity or holiday pay

Hourly Rate - the base salary divided by 2,080 hours

Overtime Rate - the hourly rate multiplied by 1.5

Overtime Payment Increments -

For less than fifteen (15) minutes - None

For sixteen (16) through thirty (30) minutes - One-half hour payment

For thirty-one (31) through sixty (60) minutes - One hour pay

Contractual Deduction - 120 hours

Scheduled Hours - the number of hours an officer is scheduled to work in a year (182.5 days X 9.5 hours = 1,734 "scheduled hours")

Vacation Time - a set number of eight (8) hour days

Time Owed - the sum of scheduled hours plus vacation plus the contractual deduction subtracted from the Base work year (2,080 hours)

This formula for calculating "time owed" shall remain in effect for the length of the contract

C. Whenever an officer, excluding the Captain and Lieutenant, in any work week shall be required, directed, or authorized to work for any period in excess of his/her scheduled shift, he/she shall be paid at the overtime rate. Overtime pay shall be in lieu of compensatory time off.

D. Overtime will also be paid in the following situations to an officer who is not working his/her scheduled shift:

- 1) When called to substitute for another officer in accordance with the Rules and Regulations of the Cranbury Township Police Department.
- 2) When called or scheduled to appear in court on a police matter.

3) When scheduled by the Chief of Police for additional duty.

E. Whenever an officer, except the Captain or Lieutenant, as part of his/her duties, is summoned to return or report to duty other than his/her regularly scheduled shift, whether for emergency or otherwise, he/she shall, except when there is an extension of a regular shift, be paid at any overtime rate for the hours worked but not less than three hours minimum.

F. No officer shall be entitled to be paid overtime unless such overtime is ordered, authorized, or approved by his/her commanding officer and all the officer's time owed has been expended.

G. Orders, authorizations or approvals must be recorded and maintained with the records of the Police Department on a form to be determined by the Chief of Police. Time cards and/or the time book are currently to be used to determine actual time worked.

H. Overtime shall be paid in payroll of the following pay period.

I. Overtime shall be kept to a minimum except in cases of emergency, and must be authorized in advance by the immediate supervisor. The reason for the granting of overtime shall be noted on the time report and certified by the Chief of Police.

J. A shift change occurs when an officer is notified that he/she will not be working his/her regularly scheduled shift as post by the Chief each year. If 3 days notice of a shift change is not provided, overtime shall be paid for the difference in days between the notice given and the start of the changed shift. The officer may elect to come in early for his/her shift and then leave early with the approval of the Chief.

ARTICLE VII  
SALARY & WAGE

The base salary for 1994, 1995, 1996 and 1997 shall be as follows:

	1994	1995	1996	1997
Patrolman				
1st six months	\$32,181	\$33,549	\$35,059	\$36,812
2nd six months	\$34,075	\$35,524	\$37,122	\$38,978
2nd year	\$36,599	\$38,154	\$39,870	\$41,684
3rd year	\$39,754	\$41,444	\$43,309	\$45,474
4th year	\$43,540	\$45,391	\$47,433	\$49,805
5th year and thereafter	\$47,957	\$49,995	\$52,245	\$54,857
Sergeant	\$50,480	\$52,625	\$54,994	\$57,743
Lieutenant	\$54,898	\$57,232	\$59,807	\$62,797
Captain	\$57,422	\$59,862	\$62,556	\$65,684

All wages are to be paid weekly. Any full-time officer whose employment begins between January 1, and October 1 shall be credited with one full year of service as of January 1 following the commencement of his/her employment.

ARTICLE VIII  
LONGEVITY

Full-time officers, below the rank of Chief, shall receive longevity pay which shall be added to the stated base pay to be separate from any salary and to be paid in one lump sum in the last week of December in each calendar year. The longevity pay shall be in accordance with the following schedule:

7th through 10th year of service	\$1,000.00
11th through 15th year of service	\$1,200.00
16th through 19th year of service	\$1,600.00
20th year of service and thereafter	\$1,800.00

Any full-time police officer whose employment commences between January 1st and October 1st shall be credited with one full year of service as of January 1st following the commencement of his/her employment.

ARTICLE IX  
DUES

The payment of union dues shall be the responsibility of individual officers belonging to the Association. Pursuant to the new Agency Shop Bill, any officer of the ASSOCIATION on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment with the Unit and any officer previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction.

The Representation Fee shall be an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the officers in the Union, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

ARTICLE X  
VACATIONS

A. Any full-time officer whose employment begins between January 1 and October 1 shall be credited with one full year of service as of January 1 following the commencement of his/her employment.

B. Any full-time police officer whose employment commenced before January 1, 1980 shall be entitled to annual paid vacation according to the following schedule:

First year - One (1) working day for each two months worked  
Second year through fifth year - Twelve (12) working days  
Sixth year through ninth year - Eighteen (18) working days  
Tenth year through nineteenth year - Twenty-four (24) working  
days  
Twentieth year and thereafter - Thirty (30) working days

C. Every full-time police officer whose employment commenced after January 1, 1980 shall be entitled to an annual paid vacation according to the following schedule:

First year - One (1) working day for each two months worked  
Second year through fifth year - Twelve (12) working days  
Sixth year through fourteenth year - Eighteen (18) working  
days  
Fifteenth year and thereafter - Twenty-four (24) working  
days

ARTICLE XI  
HOLIDAYS

Every full-time police officer, below the rank of Chief, shall be entitled to eight (8) hours straight time salary in addition to their normal pay for the following holidays:

- |                           |                     |
|---------------------------|---------------------|
| 1. New Year's Day         | 8. Independence Day |
| 2. Martin Luther King Day | 9. Labor Day        |
| 3. Lincoln's Birthday     | 10. Columbus Day    |
| 4. Washington's Birthday  | 11. Veteran's Day   |
| 5. Good Friday            | 12. Thanksgiving    |
| 6. Easter                 | 13. Christmas       |
| 7. Memorial Day           |                     |

ARTICLE XII  
SICK LEAVE

A. Policy

Sick leave shall mean paid leave that shall be granted to an officer who:

1. Through sickness or injury becomes incapacitated to a degree that makes it impossible for the officer to perform the duties of the employee's position.
2. Is quarantined by a physician because the officer has been exposed to a contagious disease.
3. Has the emergent need to visit a medical professional during a work shift.

Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

B. Amount of Leave

Each full-time and part-time officer who is eligible for sick leave shall receive twelve (12) days of 9.5 hours each per calendar year earned on a monthly basis. Officers may accumulate up to two hundred (200) days.

For those officers employed before January 1, 1994, each officer is given a bank of eight (8) sick days for each calendar year of service.

C. Reporting

1. If an officer is absent from work for reasons that entitle him/her to sick leave, the department head or supervisor shall be notified at least two (2) hours before starting time, or a reasonable time in the case of an emergency, on each day of absence.
2. The officer reporting sick leave shall notify the supervisor of:
  - a. The nature of the illness;
  - b. The telephone number where the officer may be contacted during sick leave; and
  - c. The expected duration of sick leave, if known.
3. The supervisor shall record this information on the appropriate sick leave form.
4. Failure to notify the department head or supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An officer who is absent and fails to notify the department head or supervisor is subject to discipline in accordance with the Rules and Regulations of the Police Department.



#### D. General

1. Habitual absenteeism is the presence of a pattern of sick leave usage over a period of three months or more, or failure to report absences. Habitual absenteeism may be cause for discipline up to and including discharge.
2. During protracted periods of illness or disability or habitual absenteeism of an officer, the Administrator and Chief of Police may require interim reports on the condition of the patient from the attending physician and/or a Township medical physician.
3. The Administrator reserves the right, in such cases where there is a difference of professional opinion, to require the officer to submit to an examination by a mutually agreed on third doctor at Township expense.
4. When under medical care, officers are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.
5. In charging an officer with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

#### E. Sick Leave Confinement Restriction

If an officer is absent for reasons that entitle the officer to sick leave or the officer is on Workers' Compensation leave because of an injury sustained during his/her employment, the officer shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in question as per past practice, with the following exceptions:

1. To report for medical attention, doctor's office or hospital.
2. To engage in the exercise of his/her right to vote or attend religious services.
3. If an emergency necessitate his/her absence.
4. The supervisor may visit the officer who is on sick leave or Workers' Compensation leave at his/her residence or place of confinement. Such visits shall be recorded on the sick leave form.
5. The supervisor may telephone the officer who has reported on sick leave or is on Workers' Compensation leave at his/her place of confinement during the scheduled workday(s).

#### F. Sick Leave Buyout upon retirement.

For each officer with twenty-five years of service with the Township of Cranbury whose qualifies for retirement and elects to retire from the pension system there will be a buyout of accumulated sick leave. The buyout will be paid at the officer's rate of pay for the year in which

the officer retires for one half of the officer's accumulated sick leave up to a maximum as follows:

Effective	Maximum Sick Leave Buyout
January 1, 1995	\$10,000
January 1, 1996	\$15,000
January 1, 1997	\$15,000

One year's notice to the Township of the intended date of retirement is required, or the officer will receive the buyout payment in the next Township fiscal year.

#### G. Perfect Attendance

For each officer whose shift is completely covered from December 1, of the preceding year through November 30 of the current year, a perfect attendance payment of \$500 will be made by December 31st of the current year. Each officer is entitled to a perfect attendance bonus for the period December 1, 1993 through November 30, 1994 upon the execution of this contract.

ARTICLE XIII  
OTHER LEAVE

A. An officer shall receive three days off with pay for the birth of his/her child commencing with labor and the two days following, if scheduled to work during this time.

B. In the event of death in the officer's family, the officer shall be granted time off without loss of pay from the day of death up and including the day of the funeral, but not to exceed the following:

Family Member	Maximum Funeral Leave
Current spouse and/or child	5 days
Sibling or parent	4 days
Grandparent or spouse's parent, grandparent or sibling	3 days

Reasonable verification of the event may be required by the Township. Such bereavement leave is not in addition to any day off, vacation leave or other time off falling within the time of the bereavement. An officer may make a request of the Chief of Police or his/her designated representative for time off with pay to attend a funeral, separate and distinct from bereavement leave, which approval shall not be unreasonably withheld.

ARTICLE XIV  
INSURANCE

A. The Township shall provide the dental plan coverage, hospitalization insurance coverage and major medical insurance coverage in effect at the end of 1993. Any difference in cost between an HMO and the Township insurance coverage shall be borne by the individual officer.

B. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same benefits are provided.

C. Police officer retirees who are at least age 55 and who have 25 years of service with Cranbury Township will be entitled to a monthly payment of the cost of medical insurance coverage provided by the Township carrier(s). If the retiree is married, the payment will cover the cost of the "husband and wife".

ARTICLE XV  
WORK-INCURRED INJURY

A. Officers who are injured, whether slightly or severely, while working, must make an immediate report within twenty-four (24) hours thereof to the Chief of Police or designated representative.

B. Officers may not return to work without a certification from the attending physician that he/she is capable of returning to work.

C. Disability and Worker's Compensation Salary

When on leave due to disability or work related injury, the officer shall receive 100% of the take home pay for one year from the date of disability or work related injury or until the date officer returns to work or retires, whichever is sooner. The payment will be based on the amount of take home pay which he/she received in his/her last regular base salary pay (excluding holiday or overtime pay). This amount shall be added to any disability or loss time worker's compensation payments paid to the officer to arrive at the take home pay amount.

## ARTICLE XVI

### ANNUAL PHYSICAL AND MEDICAL REIMBURSEMENTS

Each officer is required annually to receive a physical examination with an EKG. The cost of this physical is not to exceed \$350 and is payable by the Township. If the officer cannot obtain a physical with an EKG for less than \$350, he shall notify the Police Chief and/or Administrator. He will either be assigned to a different physician or facility for the physical, or will receive approval for reimbursement above \$350 within 30 days after the notification is made.

If the cost of the physical is less than \$225, the officer may be reimbursed for other medical exams, eye exams and prescription drugs up to the difference. All bills will be submitted through the Chief to the Treasurer. The bills must note which year they are applicable to and must be received by the Treasurer no later than November 30 of the year following the year the bills apply to.

ARTICLE XVII  
MILITARY LEAVE

A. Any full-time officer who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his/her vacation.

B. If the amount of pay the officer receives from the federal or state government for temporary training duty (a period not to exceed fifteen (15) consecutive calendar days of training) is less than the base compensation which he/she would have received for the same period, he/she shall be paid the difference by the Township. All eligible officers are required to submit a copy of their military pay voucher before the Township is required to comply with this provision.

C. When an officer not on probation has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all officer benefits shall cease. Such officer may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the Township within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

D. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the officer is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his/her recovery so long as the recovery occurs within two (2) years from the date of discharge.

E. "Active duty" shall mean more than fifteen (15) days of service.

ARTICLE XVIII  
PERSONNEL FILE

A. Each officer shall have the right, upon request to the Chief of Police and/or Township Administrator, to review the contents of his personnel file at a mutually agreeable time. The officer shall be entitled to have a representative of FOP #68 accompany him during such review. A representative of management shall be present during all personnel file reviews. The officer shall be entitled to make copies of any materials in the file. The officer shall also have the right, within seven (7) calendar days of such review to submit a written response to such material for attachment to the file copies as part of the permanent record.

B. No negative material, aside from medical information, will be kept in the personnel file unless the officer is found guilty of a violation of the rules and regulations of the Police Department or a criminal charge.

C. Personnel files are, and, will be considered confidential. Township Committee members may review the contents of the file in the presence of the Township Attorney, Police Chief, or Township Administrator, for the purpose of evaluating an officer for promotion or in regard to a disciplinary action. Copies of the contents of a personnel file will only be made upon the approval of the officer, or due to a properly filed discovery action.



ARTICLE XIX  
UNIFORMS AND EQUIPMENT

A. Every full-time officer shall receive an annual uniform allowance of \$700 per year which shall cover the cost of maintenance and replacement of uniforms and equipment.

B. Any damage to the officer's personal possessions including but not limited to, eyeglasses, watches, etc. incurred in the line of duty for the Township of Cranbury, shall be compensated for by the Township up to \$250 per item.

C. Officers shall not be required to use their personal vehicles for any job related functions.

ARTICLE XX  
DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Township or by any of its agents against the FOP or against the officer represented by the FOP because of membership or non-membership or activity or non-activity in the FOP. Nor shall the Township discriminate in favor or, or assist, any other labor or police organization which in any way affects the FOP's rights as certified representative for the period during which the FOP remains the certified representative of the officers. Neither the Township nor the FOP shall discriminate against any officer because of race, color, religion, creed, sex, political affiliation, age or national origin. The Township will cooperate with the FOP with respect to all reasonable requests concerning the FOP's responsibilities as certified representative.

ARTICLE XXI  
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any officer or group of officers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXII  
POLICE OFFICERS BILL OF RIGHTS

A. All officers covered under this Agreement shall be entitled to the protection of this Article. The wide ranging powers and duties given to the Department and officers on and off duty involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the actions of members. These questions often require investigation by Superior Officers and an Internal Affairs Division or both. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated.

In the event of any conflict between the policies and procedures specified herein and any applicable New Jersey statutory provision, such statutory provision shall control.

B. Prior to being interviewed regarding an investigation which could lead to a suspension, demotion or dismissal an officer shall:

1. Be informed of the nature of the investigation and whether he/she is a suspect, if and when known; informed of other information necessary to reasonably apprise him/her of the nature of the allegations of the Complaint.
2. Be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing or a representative of the Association or both.

C. When an officer is under investigation or subject to interrogation which could possibly lead to a suspension, demotion, or dismissal, such investigations or interrogations shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably a time when the officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
2. The investigation and interview shall take place at the Cranbury Township Police Headquarters, or elsewhere if mutually agreed, unless the situation necessitates otherwise.
3. The officer under investigation shall be informed as soon as reasonably feasible, of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the investigation. All questions directed to the officer shall be asked by and through only such interrogators as are reasonably necessary under the situation and only one interrogator at a time.
4. No punitive action nor formal hearing shall be had of any civilian complaint against an officer unless and until the complainant be duly sworn as to the complaint, in writing, before an official authorized to administer oaths and to take such a statement and complaint. If

such a hearing or action does not require the testimony of a civilian complainant, or, if disciplinary charges are not filed, the name of the original complainant shall not be required to be divulged.

5. The officer under investigation shall be informed of the nature of the investigation and he/she shall be informed of the names of all complainants unless such disclosure would jeopardize this investigation.
  6. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
  7. The officer, at this request, may have an Association Representative appointed by the FOP #68 present to witness the interview or interrogation provided the representative does not participate in the interview. The investigating officer or officers shall be required to advise the officer being investigated of this particular right.
  8. The officer under investigation shall not be subjected to offensive language or threatened with transfer, dismissal, or inducement to answer any questions.
  9. Any interrogation of an officer conducted at the Police Station, or if not at the Police Station, wherever feasible, shall be recorded, and there shall be no unrecorded questions or statements, and the officer shall be afforded a copy upon his/her request and at his/her own expense.
  10. At the request of the officer under interrogation, he/she shall immediately have the right to be represented by counsel who shall be present at all times during such interrogation.
  11. The interrogation or interview shall be limited in scope to the activities, circumstances, events, conduct or acts which pertain to the subject investigation.
- D.
1. The officer, upon request, will be furnished with a copy of the report of the superior officer or of the Internal Investigation which will contain all material facts and accusations of the matter.
  2. The officer will be furnished with the names of all witnesses and complainants who may appear against him/her or whose statements may be used against him/her.
- E.
1. No demotion, suspension, or other monetary punitive measure, including dismissal, shall be taken against an officer unless taken in conformity with applicable New Jersey statutory provisions.
  2. All the regulations and laws of the State of New Jersey shall be adhered to.

ARTICLE XXIII  
DURATION

This Agreement shall be in full force and effect as of January 1, 1994 and remain in effect through December 31, 1997.

This Agreement represents a complete and final understanding of all bargainable issues between the Township and FOP #68. This Agreement is designed to promote a harmonious relationship between both parties and recognizes past practice. Both parties agree to abide by this contract until a successor contract is formally authorized by both parties.

If an issue arises which is negotiable and if both parties agree, the item will be negotiated. Once there is an agreement on the issue, a memorandum of understanding executed by both parties will be attached to and become a part of this Agreement.

This execution of this agreement was approved by the Township Committee by Resolution at the meeting of July 10, 1995.

FOR THE TOWNSHIP:

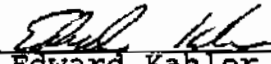
  
Thomas Gambino, Mayor

ATTEST:

  
Christine Smeltzer, Clerk

DATE: 7/17/95

FOR FOP #68:

  
Edward Kahler, President

ATTEST:

  
Secretary

DATE: JULY 17, 1995

CRANBURY TOWNSHIP RESOLUTION R 07-95-083

BE IT RESOLVED that the proper officers of the Township are hereby authorized and directed to execute a contract with FOP #68 which covers salaries, other compensation and working conditions for the period January 1, 1994 through December 31, 1997.

I hereby certify the above to be a true copy of a Resolution adopted by the Township Committee of the Township of Cranbury at a Regular Meeting held on July 10, 1995.

  
CHRISTINE SMELTZER, Clerk