

Revised: 5/9/03

COLLECTIVE BARGAINING AGREEMENT

2002-2005

BETWEEN

TOWNSHIP OF CLINTON AND
CLINTON TOWNSHIP FOP LODGE #182

Prepared By:

DiFrancesco, Bateman, Coley, Yospin,
Kunzman, Davis & Lehrer, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059
John E. Coley, Jr., Esq., Township Attorney

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PREAMBLE

THIS AGREEMENT entered into this 16th day of ~~April~~^{May}, 2003 and effective January 1, 2002 is made by and between the Township of Clinton (hereinafter the "Township") and the Clinton Township FOP Lodge #182 (hereinafter the "FOP").

I. RECOGNITION

A. The Township recognizes the FOP, its successors and assigns, designated by the voting majority, as sole and exclusive representative of those members of the Township Police Department covered by this agreement for the purpose of collective negotiations concerning terms and conditions of employment.

B. The employees covered by this agreement shall include all full-time, permanent patrolmen, corporals, sergeants and excludes all superior officers above the rank of sergeant.

C. The term "employee," as used hereinafter, shall be interpreted interchangeably with the term "police officer."

D. The term "he" or "his," as used hereinafter, shall include both male and female officers.

E. The Township will not negotiate any other or any additional terms and conditions of employment, including those expressed in this agreement, with any individual or group of employees covered by this agreement.

II. NEGOTIATIONS PROCEDURES

A. The Township and the FOP agree to enter into negotiations over a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the FOP agrees to present to the Township the proposals for modification to be included in the successor agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Any agreement so negotiated shall incorporate all rights and obligations assumed by each party. Such agreement shall apply to all members of the bargaining unit and shall be reduced to writing and, after ratification, signed by all parties.

B. Neither party in any negotiation shall have control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, consistent with their status as representatives of their principals.

III. DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salary of employees, subject to this agreement, dues for the FOP. Such deductions shall be made in compliance with Chapter 310, P.L.1967, N.J.S.A. 52:14-16.9(e), as amended. Said monies, together with any records of any corrections, shall be transmitted to the FOP office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this agreement there should be any change in the rate of membership dues, the FOP shall furnish to the Township, within fifteen (15) days of the change date, written notice prior to the effective date of such change, and shall furnish to the Township new authorization cards from its members showing the authorized deduction for each employee. However, the Township also agrees to honor new authorization cards stating the member agrees in advance to the deduction of any future increased dues upon certification by its elected officials.

C. The FOP will provide the necessary "check-off authorization" form provided by the Township and shall deliver the signed forms to the appropriate Township officials. The authorization of deductions from salary for FOP dues shall be at the employee's option.

D. The FOP shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the FOP to the Township or on reliance of the official notification on the letterhead of the FOP and signed by the president of the FOP advising of such change in deductions and also as to all other matters pertaining to the Township deduction of FOP dues from an employee's pay.

IV. FOP REPRESENTATIVE

A. Accredited State representatives of the FOP may enter Township facilities or premises at reasonable hours for the purpose of observing working conditions of their constituents or assisting in the adjusting of grievances. When the FOP decides to have its representatives enter the Township facilities or premises, it will request such permission from the appropriate Township representative and such permission will not be unreasonably withheld provided there shall be no interference with the normal operation of the business of the Township government or normal duties of employees.

B. The Township agrees to grant time off, without loss of regular pay, to authorized FOP representative, in accordance with N.J.S.A. 40A: 14-177, to attend the annual FOP state convention provided two (2) weeks written notice, specifying the dates of the convention, is given to the chief of police by the FOP. A certificate of attendance to the convention shall, upon the request by the chief, be submitted by the representative attending.

C. The Township agrees to grant a day off, without loss of regular pay, to one FOP state delegate to attend the regular monthly business meeting of the NJ State FOP provided one (1) week notice, specifying the date of the meeting, is given to the chief of police by the FOP.

D. One (1) FOP representative and one (1) alternate representative may be appointed by the FOP to represent the FOP in grievances with the Township. During collective negotiations, no more than three (3) authorized FOP representatives shall be excused from their normal duties to participate in such collective negotiation sessions as are mutually scheduled and shall suffer no loss of regular pay thereby.

V. ACCESS TO PERSONNEL FOLDERS

A. An employee shall have the right, upon seventy-two (72) hours notice to the Township, to inspect his personnel folder and to examine any criticism, commendation, or any evaluation of his work performance or any other document which has been placed in the folder and shall have the right to respond within six (6) months in writing to any negative statement contained therein. Such response shall be placed in the employee's folder and shall become a part of his permanent work record.

B. No anonymous documentation shall be maintained in the folder. Only one permanent personnel file shall be maintained for each employee.

C. Each regular written evaluation of work performance, where made, shall be made available to the employee and shall be reviewed in the employee's presence and evidence of such review shall be the signature of the employee on the evaluation form. The employee shall make any responsive statement within ten (10) working days, which response shall become part of the evaluation.

VI. GRIEVANCE PROCEDURE

A. Definition

1. It is understood by and between the parties that a grievance is a formal complaint that a dispute exists concerning the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of member (s) of the bargaining unit.

2. It is further understood by and between the parties that the purpose of this procedure is to assure a prompt and equitable solution of problems arising from the administration of this agreement by providing a vehicle for the settlement of employee grievances.

3. It is further agreed that the employees are entitled to use this grievance procedure and to be represented by counsel and/or by the FOP in accordance with the provisions thereof.

4. No grievance settlement shall in any way operate to modify, add to, or subtract from any of the terms of this agreement nor may such settlement be contrary to law.

B. General Rules

1. Where the subject of a grievance directly concerns and is shared by more than one (1) member of the bargaining unit, a group grievance may be instituted by the FOP on behalf of such group of employees.

2. Any grievant may orally present a grievance to his immediate supervisor in an attempt to settle the matter informally. In the event the grievant is not satisfied with the resolution proposed, he may proceed in accordance with the procedure set forth therein.

3. All grievances shall be made in writing and shall contain a general description of the relevant facts from which the grievance derives and with reference to the section (s) of this agreement, policies or administrative decisions which the grievant claims have been violated, misinterpreted or misapplied.

C. Steps of the Procedure

1. Step One: A grievance initially must be filed within thirty (30) calendar days from the date on which the act which is the subject of the grievance occurred or became known to the grievant, whichever is later. Failure to file such grievance in time shall be deemed a waiver which will prevent further processing of the grievance. The grievance shall be submitted in writing to the chief of police who may conduct a hearing regarding the grievance, at his discretion, and shall render a decision, in writing, within fifteen (15) calendar days of the receipt of the grievance.

2. Step Two: If the employee is dissatisfied with the resolution of his grievance from Step One, or no decision has been rendered in a timely fashion, then, within fifteen (15) calendar days of the date that the decision was rendered or should have been rendered, the employee may submit the grievance, in writing, to the Township Council, who shall review any decision and either reverse, affirm, or modify same, in writing, within fifteen (15) calendar days of the receipt of the grievance.

3. Step Three:

If the grievance is not satisfactorily disposed of at Step Two, then a request for arbitration may be brought by either party within fifteen (15) calendar days from the date

the grievance received the Step Two decision or, if no decision is rendered at Step Two, then within thirty (30) calendar days after submitting the grievance to the Township Council under Step Two, by submitting such request, in writing, to the Public Employment Relations Commission (PERC). The parties may request that PERC furnish panels of arbitrators to the parties and the parties shall select their choice of arbitrators in accordance with the rules and regulations of PERC.

D. Miscellaneous

1. All grievances may be submitted to arbitration except (1) matters involving employee discipline in accordance with Article VII below; and/or (2) matters which involve managerial discretion not affecting the terms of this agreement.

2. The decision or award made by the arbitrator shall be binding on the parties. The fees and expenses of the arbitration shall be borne equally by the parties.

3. The arbitrator shall hold the hearing at a time and place convenient to the parties and shall issue a decision within thirty (30) calendar days from the close of the hearing.

4. All grievance hearings scheduled in accordance with the provisions hereof shall be so scheduled as to avoid time off from regularly scheduled shifts.

5. No reprisal of any kind shall be taken by the Township or any agent thereof against any grievant or party participating in a grievance procedure or any member of the FOP by reason of such participation.

6. All grievance hearings conducted at Step Three, outlined herein, shall be conducted in private and shall be attended by the respective parties and their representatives, limited to one (1) FOP representative and alternate and any witnesses required by either party for the purposes of testifying at such hearing.

7. The decision rendered by the arbitrator shall be in writing and shall state the basis for such decision and the evidence relied upon.

E. Time Limits

The time limits set forth within this procedure may be extended by mutual consent.

VII. DISCIPLINARY PROCEEDINGS

A. Grounds for Disciplinary Action

Only conduct violative of the written rules and regulations or policy and procedures of the Clinton Township Police Department may be the basis for disciplinary action which may involve as a penalty an official written reprimand, fine, suspension without pay, reduction in grade, demotion, or dismissal from service.

B. Informal Action

"Informal action" shall consist of the chief of police offering the FOP member, in writing, a given penalty which the chief deems appropriate under the circumstances and provided that such penalty may not exceed a thirty (30) day suspension without pay. The FOP member shall have ten (10) calendar days from the date the offer is made to either accept or reject same. During this time the FOP member, accompanied by a union representative, should the FOP member choose, shall be afforded the opportunity to discuss the penalty and reasons therefore with the chief. Failure to provide an answer within this time shall be the equivalent of refusal. A written copy of any informal action accepted by the FOP member shall be included in the personnel file of the FOP member. If informal action is refused by the FOP member, the chief of police shall have ten (10) calendar days from said refusal to file a formal action with the Township Council pursuant to Paragraph C. Failure to file a formal action within the time provided shall preclude the chief from doing so at a later date. Written performance notices shall be kept on file for a period of six (6) months. The employee can not appeal to PERC when a performance notice is given to an employee by a superior officer. At the end of six (6) months, that performance notice, shall be removed from the employee's personnel file.

C. Formal Action/Hearing Before Council

"Formal action" shall consist of a written complaint against a FOP member setting forth the charges, specifications, and the penalty sought. Said complaint shall be filed by the chief of police with the Clinton Township Council for a hearing before the Council. The complaint shall be filed no later than the 45th day after the date on which the chief obtained sufficient information to file the matter on which the complaint is based. Said hearing shall be held no less than ten (10) calendar days, nor more than thirty (30) calendar days, from the date of the filing of the complaint.

D. Conduct of Hearing

Hearings shall be conducted in the following manner:

1. Both the Clinton Township Police Department and the FOP member shall be afforded the opportunity to be represented by counsel, to present evidence and to examine and cross-examine witnesses.

2. The Township Council may subpoena witnesses on behalf and at the request of either party, administer oaths, examine any individual under oath, and may compel the production of records, books, papers or other documents.

3. To the extent practicable, evidence shall be submitted at the hearing in accordance with the Administrative Procedure Act.

4. The decision of the Township Council shall be in writing and shall consist of the findings of fact, conclusion of law and decision. The Township Council shall fix the punishment which it deems appropriate under the circumstances but which shall not exceed that sought in the charges. A decision shall be made within five (5) calendar days of the close of the hearing. A copy of the decision shall be made within five (5) calendar days of the close of the hearing. A copy of the decision and accompanying findings and conclusions shall be delivered to the officer who is the subject of the hearing and to the chief of police.

E. Appeal to Public Employment Relations Commission (PERC)

If the accused FOP member is dissatisfied with the decision of the Clinton Township Council, he may appeal to PERC for binding arbitration under its rules and regulations including a hearing, opinion and award *de novo*. Such appeal must be taken within thirty (30) calendar days of the Township Council's decision. Failure to appeal within the time provided waives the right to appeal. The fees and expenses of the arbitration shall be borne equally by the parties.

VIII. SICK LEAVE

A. Personal Illness or Disability

The rules which follow in this section apply to the payment of wages during periods of illness or disability for a regular police officer:

1. All employees of the Township governed by this agreement shall be entitled to thirteen (13) days of sick leave with full pay per year with a maximum accumulation of one hundred-twenty (120) working days of such sick leave.

2. Employees who have worked less than one (1) year shall be entitled to one (1) sick day for each month worked.

3. Extension of sick leave beyond the maximum allowed shall require the special approval of the Township Council and may be credited against future sick leave where circumstances warrant.

4. In the event that the provisions of the Township workers' compensation policy become applicable, the Township shall pay the difference between the workers' compensation payment and the employee's regular salary. In the event such disability is deemed not to be compensable under workers' compensation laws, said employee shall be charged with that portion of the sick day that bears a relation to that part of the employee's salary not covered by the disability insurance.

B. All absences due to illness or disability shall be reported immediately by or for the employee to the chief of police, or his designee.

C. Proof of Illness or Disability

1. In all cases of reported illness or disability, the Township reserves the right to send a visiting nurse or the Township physician to investigate the reported illness or disability.

2. When an absence due to illness does not exceed three (3) days, the employee's statement of the cause will be accepted without a supporting statement from his attending physician. The Township reserves the right to have an employee examined by the Township physician where sick leave abuse is suspected.

3. Any absence due to illness or disability in excess of five (5) working days must be certified by a written statement by the attending physician. The Township also reserves the right to waive this requirement or to require the employee to be examined by the Township physician who must certify that the employee is fit for duty before returning him to work.

D. At such time as an employee is deemed to be permanently disabled or has been granted retirement under the PFRS system, and if the employee then has accumulated sick days, he shall be entitled to receive up to sixty (60) of those days, in monetary compensation or compensatory time off, at the employee's option.

IX. HOLIDAYS

A. Employees shall be entitled to fourteen (14) holidays, during the year, which are set forth below and any full day officially declared by the Mayor and/or Council as an authorized holiday:

New Year's Day
Martin Luther King's Birthday

President's Day (Washington's Birthday)
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day (General)
Veterans Day
Thanksgiving Day
The day after Thanksgiving
Half-day Christmas Eve
Christmas Day
Half-day New Year's Eve

B. At the option of each employee, each holiday shall be granted according to the following:

1. In the event a holiday falls on the employee's regular shift, the employee has the option of either hour for hour straight pay or hour for hour compensatory time off for those hours worked.

2. When an employee works an overtime shift on any holiday, that employee will receive time and one half pay for hours worked plus hour for hour pay or hour for hour compensatory time off.

C. If any hour of an employee's shift falls on a holiday, the employee shall receive holiday compensation as though the entire shift were worked on the holiday. No more than one holiday shall be credited in any twenty-four (24) hour period.

X. VACATIONS

A. Employees shall receive vacations, with pay, as follows:

1. One-half (1/2) day per month during the first year of service after the completion of six (6) months of service.

2. Ten (10) working days in the second through fifth year of service.

3. Fifteen (15) working days after the fifth year of service.

4. One (1) additional working day for each year of service after the fifth year of service to a maximum of twenty-five (25) working days after fifteen (15) years of service.

B. All references above to years shall mean years of service. A year of service runs from the anniversary date of appointment. Except for the first two (2) years of service, vacation leave shall vest at the beginning calendar year of service referred to.

C. Vacation shall not be carried over without prior approval of the Mayor and Council.

XI. PERSONAL DAYS

Three (3) days leave with pay shall be granted for each employee for personal reasons without explanation, provided the chief is notified no less than one (1) week prior to the date requested. In the case of a personal emergency, a reason should be given, and the advance notification requirement may be waived. In the event of an emergency situation within the department, the chief may refuse to grant routinely requested personal leave. Such approval, however, shall not be unreasonably withheld and shall be subject to the grievance procedure.

XII. LEAVES OF ABSENCE

A. A leave of absence, with pay, for the death of a member of the employee's immediate family (defined as spouse, mother, father, mother-in-law, father-in-law, children, grandfather and grandmother, brothers, sisters or any other blood relative of the employee residing full time in the employee's household at the time of death) shall be granted for up to three (3) days. An Officer will be entitled to one (1) extra day if required to travel more than 300 miles.

B. For death of relatives outside the immediate family which includes grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, one (1) day will be granted for bereavement leave with pay.

C. A leave of absence without pay may be requested by an employee who shall submit, in writing, all facts bearing on the request to the chief of police. The chief of police will make recommendations, in writing, to the Township Administrator, who will consider the request and grant or reject the request for leave of absence. Leaves of absence shall be deducted from Officer's years of service.

D. All employees are granted temporary leaves of absence for active duty and/or reserve training in the military service according to existing State and Federal laws.

E. Maternity/Child Rearing Leave

1. Disability Leave

a. The provisions of the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 shall govern an officer's request for either child rearing leave or leave for disability due to pregnancy. A police officer requesting leave for disability due to pregnancy must notify the Chief of Police as soon as possible after medical confirmation of such pregnancy. Such notification however, shall, in any event be provided no later than thirty (30) days prior to the requested leave. The beginning date of such leave shall be determined by the employee and her physician but the Township may remove the employee from her duties if she is unable or unwilling to perform all of her normal responsibilities. Disputes as to physical incapability shall be decided by the employee's physician and the Township's physician or, in the event of a disagreement, by a third physician jointly selected by the Township and the employee. For the purposes of this section references to the Township "physician" and any other "physician" proposed by the Township shall be construed to mean a Board Certified OB-GYN physician, the expense of the said two physicians shall be borne by the Township.

b. Failure to return to work promptly upon recovery from disability due to pregnancy or from child rearing leave shall be deemed a resignation from employment.

XIII. UNIFORM ALLOWANCE

A. The Township, with the assistance of the employees and upon recommendation of the chief of police, shall establish a list of uniforms to be worn/used by each employee. The Township shall continue to provide all items set forth in said list to new employees, and to provide any new items that may from time to time be added to said listing to all employees covered by the agreement. The replacement of old uniforms and equipment shall be made in the following manner:

1. The Township shall provide the cleaning of uniforms set forth on the established list of uniforms. The Township will announce at the beginning of each year the vendor to which the employee will take their uniforms to be cleaned.

2. The Township representative (chief of police or designee) and a representative of the FOP shall work together when replacement of uniforms is in question.

3. The FOP shall have a "cap" of four hundred dollars (\$400) per officer, per year, for the replacement of uniforms. This amount shall not be mandated as an employee's "allotment" or guaranteed amount.

4. The replacement of leather and weapons shall be at the sole cost of the Township and at the discretion of the chief of police.

5. The Township also agrees to replace uniform items determined to be damaged beyond repair during the course of duty at its sole cost and expense, providing the employee files a report indicating how the damage occurred and turns in the damaged article. Such replacement shall not be deducted from the employee's uniform account.

XIV. MEDICAL INSURANCE

A. Hospital, medical and surgical insurance will be provided to each employee and his dependents as follows:

1. The Township shall, at its sole expense, pay all premiums for the enrollment of each employee in the State Health Benefits Medical Insurance Program and coverage shall be provided to each employee pursuant to the rules and regulations of that Program.

2. Life insurance shall be as provided by PFRS regulations.

3. The Township reserves the right to change carriers, so long as substantially similar benefits are provided, and after discussion with the FOP. Those benefits will be continued for the duration of this agreement.

B. Dental insurance will be provided to each employee and family in accordance with the plan chosen by the Township and agreed upon by the FOP.

C. The Township will contribute by July 31, to Officers covered by this Agreement, for each qualifying calendar year, the gross sum of two hundred-fifty dollars (\$250) for reimbursement of prescriptions. The Township shall apply such Federal, State, and other withholding requirements as may be applicable to the gross amount of said payment in accordance with the individual officer's withholding status. The parties anticipate that the net aggregate benefit to be paid to each individual officer for each qualifying year shall not be less than the sum of two hundred dollars (\$200). Any Officer hired within one (1) year from any July 31st shall have his payment hereunder prorated.

D. Upon an Officer electing to accept "single" medical insurance coverage pursuant to this Contract when the Officer previously had "family", "husband and wife" or "single with children" coverage, the Township will pay that Officer the following sums:

1. \$1,500.00 if the Officer is deleting "family" coverage for each full year such election is maintained.

2. \$1,000.00 if the Officer is deleting "husband and wife" or "single with children" coverage for each full year such election is maintained.

The aforesaid payments are to be made at the time of the election of the Officer and the execution of an agreement to reimburse the Township if the Officer is re-enrolled in "family", "husband and wife" or "single with children" coverage before expiration of the elected year.

This provision shall immediately lapse if the Township leaves the State Health Benefits Plan. Upon the Township leaving such Plan, all Officers that had made the aforesaid election shall be paid the sums due to them as if the Officer had reached the anniversary date of the Officer's election.

The Township shall have the right to terminate this Section at its will. Upon termination hereof, the Township would pay all Officers having made the said election in the same manner set forth above for the Township's leaving the State Health Benefits Plan.

XV. OVERTIME

A. For hours worked by an employee covered by this agreement in excess of eight and one-half (8-1/2) hours on an assigned shift, the employee shall be paid at the rate of one and one-half (1-1/2) times his base salary, retroactive to the beginning of the ninth hour. Any employee working in excess of eight (8) hours but less than eight and one-half (8-1/2) hours on his assigned shift shall be compensated for those hours on a straight-time basis.

B. An employee may, upon notice to the chief, request that he be granted time off, at a one and one-half (1-1/2) times rate, as compensation for overtime. Scheduling of the use of such time off shall be on a mutually acceptable basis to the chief and the employee requesting the time. Scheduling of compensatory time shall not be unreasonably denied. In any event, such time must be used within the calendar year of its accrual, unless approval to carry such time further is granted by the mayor and council.

C. Overtime shall include Superior Court, County Grand Jury and Municipal Court appearances arising out of employment and shall include all the times when an employee is off duty and called into work by the chief, or designee.

D. When an employee is called into work when he is off-duty, he shall be guaranteed a minimum of four (4) hours pay.

E. Overtime work shall be shared by all employees without discrimination. The opportunity to work scheduled overtime shall be extended to each employee on a non-discriminatory basis so as not to affect the efficiency of the department. Employees shall have the right to refuse overtime, except in an emergency situation and shall not be subject to disciplinary action therefore. For purposes of equalizing the overtime among all employees, if an employee refuses overtime, the amount of that overtime refused shall count as if that employee had worked.

F. The Township will reimburse an employee for a meal after ten (10) consecutive hours of work. Meal allowance will not be paid for an employee's regular lunch period. Reimbursement by receipt shall be made by the Township of the actual costs to a maximum amount of \$7.50.

XVI. SALARY

A. Salary Guide

1. The following base salary schedule shall be effective on January 1st for each of the years indicated.

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Sergeant:	71,233	74,082	77,045	80,127
Corporal:	68,722	71,471	74,330	77,303
Patrolman:				
1st Class	66,211	68,859	71,613	74,478
2nd Class	61,294	63,746	66,296	68,948
3rd Class	51,104	53,148	55,274	57,485
4th Class	44,134	45,900	47,736	49,645
5th Class	39,489	41,068	42,711	44,419
Trainee:	34,843	36,237	37,686	39,193

2. In addition to base salary, an annual stipend of \$850 shall be paid, on a pro-rata basis, to any officer assigned as a detective.

3. Any officer appointed by the Chief of Police as a supervisor of a squad shall be entitled to supervisor's pay, during the term of the appointment, at the Sergeant's rate. The Officer will receive the said supervisor's pay during the time the Officer actually supervises a squad (it does not matter which officers make up the squad unless there is a sergeant, then the sergeant would be the supervisor). An officer assigned to supervise the fifth squad (also known as the "power" or "overlap" squad) will receive supervisor's pay while working shift coverage for the first two days of the Officer's 4 days on 2 day off work rotation. The Officer will not receive supervisor's pay while working with a different squad in a patrol function while assigned to supervise the fifth squad.

B. Patrolman (including Trainee)

1. Promotion from the rank of Trainee to Patrolman 5th Class, from Patrolman 5th Class to Patrolman 4th Class, from Patrolman 4th Class to Patrolman 3rd Class, from Patrolman 3rd Class to Patrolman 2nd Class, from Patrolman 2nd Class to Patrolman 1st Class, and from Patrolman 1st Class to Sergeant, is not automatic, but is in accordance with the applicable provisions of N.J.S.A. 40A and based upon annual evaluation conducted by the Township, which evaluation shall be provided to the employee.

2. For all personnel employed at the time of the signing of this contract, promotion on the anniversary of the employee's appointment from the rank of Patrolman 3rd Class to Patrolman 2nd Class and from Patrolman 2nd Class to Patrolman 1st Class is automatic provided, however, that the results of the annual evaluation conducted by the Township are not unsatisfactory. In that event, promotion will not be granted, and the employee will be given notice of the deficiencies.

3. For all employees hired after January 1, 2002, promotion from Trainee to Patrolman 5th Class, will be on the first anniversary of the employee's first year of service in that grade.

4. Promotion in grade for employees employed by the Township as of January 1, 2002 will be on the second anniversary of the employee's second year of service in that grade from the rank of Patrolman 5th Class to the rank of Patrolman 4th Class, and from the rank of Patrolman 4th Class to the rank of Patrolman 3rd Class. For all employees employed by the Township as of January 1, 2002, promotion from the rank of Patrolman 3rd Class to the rank of Patrolman 2nd Class and from the rank of Patrolman 2nd Class to the rank of Patrolman 1st Class, will be on the anniversary of the employee's first year of service in that grade.

5. Officers below the rank of sergeant will not be required to evaluate or discipline another police officer, unless temporarily assigned as a supervisor.

C. Corporal

1. The parties further agree to the establishment of a cap of three (3) corporals within the department's Table of Organization. The Township will not be under any obligation to fill any vacancy of the rank of corporal in the future.

2. Officers holding the position of corporal shall have no superior entitlement to the promotional position of sergeant in the future than patrolmen who otherwise meet the qualification standards established by the Township for promotion to the rank of sergeant (i.e., both patrolmen and corporals shall be viewed equally regarding their entitlements to the promotional position of sergeant). Nor will the rank of corporal result in a higher priority over other

patrolmen in regard to assignment of "squad supervisor" and/or any other assignment made by the chief or his designee.

XVII. LONGEVITY

A. In addition to the regular base pay, employees shall be entitled to and receive longevity pay based upon an employee's years of completed service as indicated below:

<u>Years of Service</u>	<u>Percent of Base Pay</u>
5	2%
10	4%
12	6%
15	7%

B. Longevity pay shall be included as part of the gross annual salary and should be paid as part thereof.

XVIII. TRAINING AND EDUCATION

A. Mandatory Training

1. The police chief may, from time to time, establish a schedule of mandatory training and education courses.

B. Elective Education

1. The Township will pay the full cost of registration and tuition expense for two courses per year leading to a degree in Police Science. Approval shall be obtained prior to registration.

2. A transcript of the completed course, indicating a passing grade, must be submitted to the chief to qualify for continued tuition reimbursement.

C. Physical Fitness

1. All employees are expected to be in good physical condition in order to perform their duties properly.

XIX. DEFENSE AND INDEMNIFICATION

The Township agrees to maintain insurance coverage of a type, and in sufficient amounts, for the benefit of the employees covered by this agreement, individually and collectively, and

which shall insure against any and all acts by the employees while in performance of their duties as police officers, whether on duty or off duty, which may give rise to a cause of action.

XX. SAFETY

A. It shall be the responsibility of each employee, upon commencement of his tour of duty, to inspect all equipment, and in the event he shall find same to be unsafe, he shall immediately report the conditions to the chief of police, or his designee.

B. Serviceability of equipment shall be determined at the discretion of the chief and township mechanic. Any such determination shall be subject to the grievance procedure.

C. The Township agrees that all police vehicles shall have installed driver protection screens, fire extinguishers, shotguns, and first aid kits.

D. Employees, while rendering aid to another community, shall be fully covered by Workers' Compensation and Liability insurance, pension coverage, and any and all other benefits that said employees would have been entitled to if said employees had been performing their duties within the Township.

XXI. CLAIMS ADJUSTMENT

A. Where a loss or damage to personal property is sustained by an employee as a result of action taken in the performance of his duties or during their course of such duties, such loss and/or cost of such damage shall be paid by the Township upon proof of loss to be submitted by the employee, to a maximum of one hundred dollars (\$100) per incident.

B. The Township shall provide a parking area for employees' automobiles. The Township shall assume full responsibility and liability for any and all damage to an employee's vehicle parked in said area.

XXII. SENIORITY

The employee shall be considered to have seniority upon successful completion of six (6) months service following completion of basic police training. Such basic police training shall be had within the time period established by law. Job seniority rights shall vest on and shall accrue from and after the date of permanent employment.

XXIII. WORK SCHEDULE

A. The patrol force in the Operations Division will work the following schedule:

1. There will be five (5) squads, one of which will be a "power squad." The squads will work a four (4) days on two (2) days off, (or six day) schedule.

2. The parties understand and agree, however, that the standard weekly work schedule for employees covered by this agreement requires employees' services continuously throughout the seven (7) day week.

3. The Department shift work schedule will be 7-3, 3-11, 11-7 and work week (4 on 2 off 8 hour shifts).

B. The Township reserves the right to determine and evaluate the efficiency and productivity of this new schedule.

C. In the event either party is dissatisfied with this schedule, they shall present substantial documentation supporting their position and they will negotiate any different schedule changes.

D. The schedule or shift assignment of an individual assigned to the patrol force of the Operations Division shall not be changed without seven (7) days advance notice to the employee except in an emergency or if said change, upon shorter notice, is acceptable to both parties.

XXIV. PROBATIONARY PERIOD

Each Police Officer shall be required to complete one (1) year of probationary service from the time the Officer is appointed a police officer in the Township. The said probationary period may be extended for up to an additional three (3) months by the Township Council upon the recommendation of the Chief of Police.

XXV. SEVERABILITY

If any provisions of this agreement shall conflict with any law, or for any reason be declared void, such provision shall be deemed severable and such severability shall have no effect on the remaining provisions of this agreement.

XXVI. FULLY BARGAINING PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, whether not within the knowledge or contemplation of either or both of the parties at the time the negotiators signed this agreement.

XXVII. MISCELLANEOUS

A. Printing of Agreement

The Township shall reproduce this agreement in sufficient quantities so that every employee may be provided with a copy and so that there may be sufficient copies in reserve for any employee hired during the term of this agreement. Printing and distribution shall be made within thirty (30) days of the signing of this agreement.

B. Locker Room

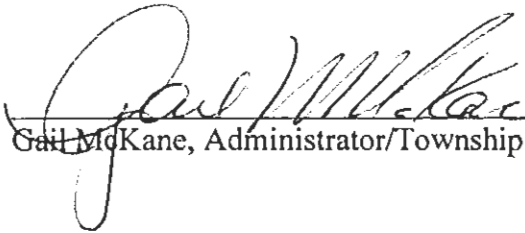
The Township shall equip the police officers' locker room with lockers which will accommodate locks of individual officers.

XXVIII. TERM OF AGREEMENT

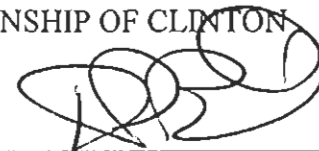
This agreement shall be in full force and effect from January 1, 2002 through December 31, 2005. It is understood by and between the parties hereto that the terms and condition of employment shall continue in full force and effect after December 31, 2005 if a successor agreement has not been signed and until a successor agreement has been signed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this 16th day of May 2003.


ATTEST:


Gail McKane, Administrator/Township Clerk


TOWNSHIP OF CLINTON

BY: 
Thomas Borkowski, Mayor

ATTEST:


MICHAEL W. HAFKE, Secretary

FOP LODGE #182

BY: 
Matthew T. McGill, President