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A G R E E M E N T

Between

TOWNSHIP OF LYNDHURST

and

THE LYNDHURST POLICEMEN'S BENEVOLENT ASSOCIATION,
PBA LOCAL 202

January 1, 1990 through December 31, 1992

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0.00 PREAMBLE

0.01 THIS AGREEMENT made this day of
 1991, by and between the TOWNSHIP OF LYNDHURST, a body politic
 and corporate of the State of New Jersey, hereinafter referred
 to as the "Employer", and THE LYNDHURST POLICEMEN'S BENEVOLENT
 ASSOCIATION, PBA LOCAL 202, hereinafter referred to as the "PBA";

0.02 WHEREAS, the Employer and the PBA recognize that it will
 be to the benefit of both to promote mutual understanding and
 foster a harmonious relationship between the parties to the end
 that continuous and efficient service will be rendered to and by
 both parties.

NOW THEREFORE, it is agreed as follows:

1.00 EMPLOYEES' BASIC RIGHTS

1.01 Pursuant to Chapter 303, Public Laws, 1968, the Employer
 hereby agrees that every Employee shall have the right freely to
 organize, join and support the PBA and its affiliates for the
 purposes of engaging in collective negotiations and other
 concerted activities for mutual aid and protection. As a body

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exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

1.02 The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, collective negotiations with the Employer or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

2.00 ASSOCIATION RECOGNITION

2.01 The Employer recognizes PBA Local 202 as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department except those Employees specifically excluded herein.

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2.02 No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

2.03 The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular and to include females as well as males.

2.04 This Agreement shall cover all Police Officers of all ranks from Patrolman to, and including, the rank of Chief of Police.

3.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATION

3.01 The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (PBA Local 202) with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

4.00 DUES - CHECK OFF

4.01 Upon presentation to the Employer of a dues check off and signed by individual Employees, the Employer will deduct from such Employees' periodic salaries the amount set forth on said dues check off authorization card.

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4.02 Thereafter, the Employer will, as soon as practicable, forward a check in the amount of all dues withheld for this purpose to the PBA representative entitled to receive same.

4.03 The said PBA representative shall be appointed by resolution of the PBA and certified to the Employer by the PBA.

5.00 EXISTING LAW

5.01 The provisions of this agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Law.

6.00 ASSOCIATION REPRESENTATIVES

6.01 The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.

6.02 The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

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6.03 The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievance in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of such message and information which shall originate with, and are authorized by the Association or its Officers.

6.04 Up to two (2) designated Association representatives shall be granted time with pay during working hours to attend all meetings and conferences on collective negotiations with Employer officials, when such meetings, conferences or negotiation session occur during the individual's normal working hours.

6.05 (A) In the event that a State or County PBA meeting is to be held on a day on which a PBA Representative is scheduled to work the day shift or the evening shift, he shall be deemed to be working the 7:00 a.m. to 3:00 p.m. tour, and shall be excused therefrom. In the event that a PBA Representative is scheduled to work the midnight shift on the day on which such a

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meeting falls, he shall be given the option of working either the midnight tour immediately preceding or the midnight tour immediately following the said meeting. In the event any PBA Committee meeting falls on a day on which a PBA Representative is scheduled to work, he will be excused for an amount of time reasonably necessary to attend the said meeting. All such excused time in this section shall be granted with full pay and benefits. In the event that any of the above fall on the representative's day off, he will not be compensated in any way for attending.

- (B) The PBA President shall be permitted to attend Local No. 202 PBA meetings and shall be entitled to attend the Bergen County Conference meetings which are each held once per month. In such cases the PBA President shall be permitted necessary time off to attend the meeting only.
- (C) The PBA Secretary shall be permitted necessary time off to attend the Local No. 202 meetings.
- (D) In all cases covered by this Section, time off taken by the PBA President, Delegate, or Secretary, shall be without loss of regular compensation.

7.00 MAINTENANCE OF WORK OPERATIONS

7.01 The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No Officer or representative of the Association shall authorize, instigate or condone such activity.

7.02 It is understood that violation of the provisions of this Article may subject any Employee participating in or condoning such activity to disciplinary action by the Employer. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of this Agreement and statutory and case law.

8.00 GRIEVANCE PROCEDURE

8.01 To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Township and any Employee with respect to the interpretation, application or violation of any of the provisions of this Agreement, and further, this grievance

procedure is meant to provide means by which Employees may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

8.02 The procedure for settlement of grievances shall be follows:

(A) STEP ONE

In the event that any Employee covered by this agreement has a grievance, within four (4) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him.

(B) STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within two (2) working days the grievance shall be presented in writing to the Captain in charge. The Captain shall render a decision within five (5) working days after the grievance was first presented to him.

(C) STEP THREE

If no satisfactory resolution of the grievance is reached at Step Two, then within two (2) working days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within five (5) working days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the Deputy Chief in charge of the Department for determination.

(D) If the Association wishes to appeal the decision of the Chief of Police (or the Deputy Chief in charge if the Chief is

absent), it shall be presented in writing to the Director of Public Safety of the Township within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Director of Public Safety shall give the Association the opportunity to be heard and will give his or her decision in writing with ten (10) working days of receipt of the written grievance.

(E) ARBITRATION

1. If the grievance is not settled through the prior steps, the grievant(s) may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) days after the determination by the Director of Public Safety. An Arbitrator shall be selected pursuant to the Rules of PERC.

2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

3. The costs for the services of the Arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be

conclusive. A failure to respond at any stage of the grievance procedure shall be deemed denial of the grievance at that level. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

9.00 PRESERVATION OF RIGHTS

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

- (a) To the executive management and administrative control of the Employer Government and its properties and facilities and the activities of its Employees;
- (b) To hire all Employees, and, subject to the provisions of law, to determine their qualification and conditions for continued employment or assignment and to promote and transfer Employees;

- (c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law. Any Employee covered under this contract that is assigned to a higher rank will be paid the rate of that rank after a two (2) calendar month period.

9.02 Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S. 11.40 and 40A, or any other national, state, county or other applicable laws.

9.03 The Employer agrees that all terms and conditions of employment not specifically set forth in this Memorandum of Agreement shall be maintained at not less than the highest standard in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

9.04 Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any Employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

9.05 The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise.

9.06 Failure to meet pursuant to Section 9.05 shall not be cause for a grievance.

9.07 If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of the same, duly signed by the Association President and the appropriate Employer representative.

10.00 RIGHTS OF EMPLOYEES

10.01 In all cases where an Employee may be threatened or accused with the commission of a crime resulting from his performance or non-performance in the line of duty, he shall be so advised and have the right to consult with counsel.

10.02 The rights provided for herein are intended to prevent the Officer to be interrogated from being subject to disciplinary action by reason of his failure to answer questions of a Superior Officer until his right to consultation herein

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provided for has been afforded provided consultation is requested. This provision is not intended nor shall it be invoked to frustrate the every day operation of the Police Department or to provide a defense to a Departmental charge other than a failure to respond to questioning.

(a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated.

(b) The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

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- (c) The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
- (d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
- (e) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

- (f) The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.
- (g) If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decision of the United States Supreme Court.

11.00 DATA FOR FUTURE BARGAINING

- 11.01 The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.
- 11.02 The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.

12.00 SALARIES AND PATROL ALLOWANCE

12.01 The base annual salaries and patrol allowance of all Employees covered by this Agreement shall be set forth in Appendix A.

12.02 The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed to be retroactive to January 1, 1990 unless otherwise specified and any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

13.00 LONGEVITY

13.01 In addition to the salaries and other compensation set forth in this Agreement, there shall be paid to each regular, full time member of the Police Department an additional sum as longevity based upon the Employee's annual salary as follows: One (1%) percent of the base wage shall be paid after four (4) years of completed service and an additional one-fourth (1/4) of one (1%) percent shall be paid for each additional year thereafter to a maximum of six (6%) percent at the end of twenty-four (24) years.

13.02 The said payment for longevity shall be paid on a weekly basis to Employees entitled to same.

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14.00 WORKDAY, WORKWEEK AND OVERTIME

14.01 The normal workday shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of paid meal time per day, and in addition thereto two (2) coffee breaks of fifteen (15) minutes each. The normal workday shall be based upon the utilization of three (3) squad system which shall function for eight (8) rotating hours for each squad during a twenty-four (24) hour day.

14.02 The schedule of work for Employees covered by this Agreement shall be as follows: Five (5) tours of work on the day shift (7:00 A.M. to 3:00 P.M.) followed by two (2) days off; then five (5) tours of work on the night shift (11:00 P.M. to 7:00 A.M.) followed by three (3) days off; then five (5) tours of work on the afternoon shift (3:00 P.M. to 11:00 P.M.) The schedule shall continue, alternating five (5) days of work followed by three (3) days off with the Employee advancing his shift forward to the next later work shift (sequence: days, nights, evenings). This schedule is commonly known as the "5-2, 5-3 schedule".

The schedule of work for the Detective Bureau, including the current practice of weekend on call staffing shall be maintained during the term of this Agreement. Under this practice, detectives rotate weekend on call duty to insure that one detective is always on call during the weekend, and that detective receives the following Friday as a day off for performing the weekend on call duty.

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14.03 Overtime is defined as work in excess of the normal eight (8) hour workday or work on the regular day off (R.D.O.) A regular day off (R.D.O.) is defined as a schedule day off from work as set forth in the annual work tour schedule posted by the Police Department.

14.04 Overtime will commence at six (6) minutes after the hour since the workday starts at ten (10) minutes to the hour. Overtime shall be computed on one-fourth (1/4) hour basis at the rate set forth in this Agreement.

14.05 Overtime shall be paid by the following rules: It shall be paid either as paid overtime compensation (time and one-half) or compensatory time.

14.06 Compensatory time shall be computed at the rate of time and one-half.

14.07 The Employee shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and shall notify his commanding officer in writing of his decision.

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14.08 An Employee may accumulate no more than twenty-one and 34/100 (21.34) hours of overtime to be banked as compensatory time which is equivalent to thirty-two (32) hours at straight time.

14.09 For all hours in excess of thirty-two (32) hours of overtime pay the Employee shall receive only paid overtime compensation.

14.10 If the Employee chooses paid overtime compensation, that choice, once made, may not be altered.

14.11 If the Employee chooses compensatory time, that choice may be altered at the sole option of the Employee under the following conditions:

- (a) The request for the conversion is made in the calendar year during which the compensatory time was earned.
- (b) The request for conversion must be received by the Commanding Officer no later than the day following the normal pay day to insure inclusion within the next two (2) pay periods.

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14.12 Any compensatory time not utilized by the Employee during the calendar year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.

14.13 Upon written agreement of both parties, Sections 14.08, 14.09 and 14.10 may be deviated from.

15.00 HOURLY RATE

15.01 To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary shall be divided by one thousand nine hundred fifty (1,950) hours.

16.00 JOB DESCRIPTIONS

16.01 Job descriptions for the ranks covered by this Agreement shall be the same as outlined in the current Civil Service Manual.

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17.00 COURT TIME

17.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other courts or Administrative Bodies.

17.02 All such required court time shall be considered as overtime and shall be compensated at time and one-half.

17.03 When an Employee covered under this Agreement shall be required to travel to and from any of the Court or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Employer's Police Headquarters, and the pertinent Court or Administrative Body.

17.04 Travel shall not be available for Lyndhurst Municipal Court appearances and shall be limited for one-half hour for appearances at the Bergen County Court House.

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17.05 The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the Court or Administrative Body, together with any applicable travel time, provided, however, that the Employee's entitlement to overtime under this Article shall not be less than two (2) hours overtime pay.

18.00 TRAINING PAY

18.01 The Employer agrees to compensate all Employees covered by this Agreement at time and one-half rate for attending required training courses on their own time.

19.00 TOWNSHIP OR POLICE BUSINESS

19.01 Employees covered by this Agreement who are required to travel on Township business shall be afforded a Township vehicle. If no vehicle is provided, then the Employer shall pay the Employee Twenty-Six (\$.26) Cents per mile as a reimbursement. When an Employee is required to be out of the Township on Township or Police business during a normal meal time, then said Employee shall be paid Four and 50/100 (\$4.50) Dollars for each such meal. Effective January 1, 1991, the meal allowance shall be increased to Five (\$5.00) Dollars, and effective January 1, 1992 the meal allowance shall be increased to Five and 50/100 (\$5.50) Dollars.

20.00 STANDBY TIME

20.01 Standby time shall be considered as time worked if the Employer requires the Employee to remain in a fixed location. Standby time shall be compensated at the rate of Three (\$3.00) Dollars per hour.

21.00 RECALL

21.01 Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one half the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

22.00 PRIORITY FOR OVERTIME

22.01 Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first in an order of preference based upon a straight seniority roster.

22.02 There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interest of the Employer to bypass an Employee or Employees on the seniority list.

22.03 While this Agreement contemplates the possibilities noted in Section 22.02, it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purpose of the overtime roster.

22.04 The purpose of this Section is to equalize overtime among Employees and same shall not be defeated as set forth herein.

22.05 Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member of the seniority roster aforementioned.

22.06 With regard to what is commonly known as "school or special details", it is agreed that the Employer will attempt to obtain at least full time Employees of the Police Department to work said details and will make an offer of such detail to the regular full time Employees on the basis of the rotating seniority roster. The Employees covered by this Agreement shall have the right to negotiate directly with the Board of Education except where such work is assigned by the Police Department.

22.07 It will be the obligation of the Employees to set up their own roster for school or special details.

22.08 The Employer agrees that no Police reserve or other non-Police personnel shall be employed to infringe upon the right of the Employees to their regular forty (40) hour week and eight (8) hour day during the term of this Agreement.

22.09 A. In the event a superior calls in sick or a superior is needed to replace another, it shall go as follows: A Lieutenant for a Lieutenant, a Sergeant for a Sergeant, etc. A Sergeant can replace a Lieutenant or a Lieutenant can replace a Sergeant if the needed rank is not available. This shall be done on a straight seniority basis on rank.

B. The Employer shall prepare and maintain a roster by seniority in each rank for each day containing the names of only those Employees eligible for overtime on that day. As overtime becomes available it shall be offered to the Employee on the list immediately following the last Employee to perform overtime. If there is no answer to the overtime call, the second named employee on the roster shall be contacted and offered the overtime opportunity and so on, and the bypassed Employee shall be asked first for the next overtime opportunity.

23.00 SHIFT CHANGES

23.01 If an Employee's shift is adjusted within his regularly scheduled work week he will be paid time and a half for only the first twelve (12) hours of the first day of change.

23.02 Men will be allowed to switch day for day, hour for hour, or shift for shift, providing written notice is signed by both parties, and submitted to their squad leader twenty-four (24) hours in advance.

23.03 If Employee cannot switch with someone, he must use eight (8) hours of his time coming or whatever time is left in his overtime bank.

24.00 UNIFORMS

24.01 The Employer will pay annually each Employee, the sum of Five Hundred (\$500.00) Dollars as a clothing allowance. This shall be paid to plainclothes as well as uniformed Police Officers. Payment shall be made in two (2) equal installments, the first installment being payable on the first day in June and the second installment being payable in December of each year.

Effective in calendar year 1991, the clothing allowance set forth herein shall be increased by One Hundred (\$100.00) Dollars to the sum of Six Hundred (\$600.00) Dollars per annum.

24.02 If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items. Employer's obligation shall be limited to the replacement of one of each item of equipment so changed.

24.03 Utilization of Section 23.02 shall not diminish the clothing allowance set forth in this Agreement.

24.04 An Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged during the course of his employment shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee. Uniform replacements shall be made based on twenty (20%) percent annual depreciation of current replacement value.

24.05 Any such payments made under 23.04 shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement.

25.00 EDUCATION INCENTIVE

25.01 In addition to all other wages and benefits provided in this Agreement, each employee shall be entitled to an additional payment if the Employee is qualified for same, pursuant to the qualifications and limitations as set forth in Appendix B.

26.00 VACATIONS

26.01 The vacation allowance shall be as set forth in this Agreement in Appendix C.

26.02 When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of Police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.

26.03 If an Employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period charged against sick leave at his option upon proof of hospitalization and physician's certificate.

26.04 No Employee who is on vacation shall be recalled except in case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

26.05 Vacations shall be selected on a rotating Patrolman seniority basis by squad which shall be established by the Department. Vacation time may be used at any time during the year except the last two (2) weeks in December and the first

five (5) days of January. Vacation approved by the Department shall not be rescinded unless there is full Departmental mobilization.

26.06 The following vacation rules shall apply.

- A One (1) Patrolman at a time per squad shall be allowed off for vacation, or no more than two (2) Patrolman per tour. (Example: if squad "A" and "B" work together and no Patrolman from Squad "B" wants off the first week in July, then two (2), Patrolmen from squad "A" would be allowed off that week).
- B One Patrolman shall be allowed to select up to three (3) weeks consecutive vacation providing no other Patrolman from the same squad wants off during that third week.
- C Superiors shall continue same vacation scheduling as in the past. One Superior per tour shall be allowed off at a time. Conflicts shall be resolved by time in rank. One (1) Superior shall be allowed to select up to three (3) weeks consecutive vacation providing no other Superior from the same squad wants off during that third week.
- D Two (2) consecutive days do not have to be taken for consideration as vacation time. One vacation day shall be allowed.

27.00 HOLIDAYS

27.01 All Employees covered by this Agreement shall be entitled to and will receive thirteen (13) paid holidays per year.

27.02 The holidays noted herein shall be as set forth in Appendix D.

27.03 In addition to the annual salaries and other benefits set forth in this Agreement, each Employee shall be paid an additional day's pay for each holiday enumerated in this Agreement.

27.04 No Officer shall be required to work both Christmas and the New Year's Holiday except in the event of an emergency.

27.05 In addition to the regular paid holidays heretofore set forth, the Employees covered under this Agreement shall be entitled to such further paid holidays as may be declared from time to time by the Governing Body for any other Employees.

27.06 Two (2) personal days shall be allowed each Employee to be picked by seniority with two (2) weeks notification to the personnel office. The policy of prohibiting the use of personal days between July 1st and September 15th, commonly referred to as prime time, is hereby eliminated and personal days requested with two (2) weeks notice during the period previously designated as "prime time" may be allowed at the discretion of the Chief so long as there is a full shift scheduled to work on the day requested for use as a personal day. Personal days may not, however, be taken from the last two (2) weeks in December to January 2nd.

27.07 Each Employee covered by this Agreement shall receive one additional personal day's leave annually which shall be in addition to the two (2) personal days provided for in the above paragraph, which additional personal day may be taken at any time during the calendar year on twenty-four hours' notice except Christmas and New Year's, or except Christmas Eve and New Year's Eve if granting the personal day on the Eve day creates a manpower shortage. Each Employee, therefore, will have three (3) personal days.

28.00 SICK LEAVE

28.01 All Employees covered by this Agreement shall be granted sick leave with pay as set forth in Appendix E.

28.02 Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to a contagious disease and may include absence due to quarantine.

28.03 To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the Officer in charge at least four (4) hours before the commencement of his scheduled tour of duty which begin in the afternoon or midnight. Two (2) hours notification shall be required for day tours (presently the 7:00 A.M. to 3:00 P.M. tour) Said notice shall state the nature of the cause of the absence from duty. An Employee who

is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

28.04 An Employee absent on sick leave for more than five (5) consecutive workdays shall submit acceptable medical evidence substantiating the illness if reasonably requested by the Employer.

29.00 WORK INCURRED INJURY

29.01 Where an employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such employee at full pay during the continuance of such employee's inability to work, for a period of six (6) months. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

29.02 The employee shall be required to present evidence by a certification from a physician that he is unable to work and the Employer may reasonably require the said employee to present such certificates from time to time.

29.03 In the event that the employee contends that he is entitled to a period of disability beyond the period

established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or, by the final decision of the last reviewing court shall be binding upon the parties.

29.04 For the purposes of this Article, injury or disability incurred while the employee is acting in an Employer authorized activity, shall be considered in the line of duty.

29.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment or, if there is an appeal therefrom, the final decision of the last reviewing court.

29.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

30.00 BEREAVEMENT LEAVE

30.01 In the event of a death of the spouse or children, the employee shall be entitled to seven (7) consecutive days leave which shall commence with the day of death. In the event of the death of parents, brothers or sisters of the employee or spouse, the employee shall be entitled to five (5) consecutive days leave which shall commence with the day of death. In the event of a death of a grandparent or other family member of the employee or spouse not provided for above, the employee shall be entitled to one (1) day leave to attend the funeral or wake services.

30.02 Such funeral leave shall not be charged against the employee's vacation or sick leave.

30.03 Any extension of absence under this Article, however, may at the employee's option and with the consent of the Department head, be charged against available vacation time or be taken without pay for a reasonable period.

30.04 In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

31.00 LEAVE OF ABSENCE

31.01 All permanent full time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed one hundred eighty (180) days.

31.02 The employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representatives who shall append his recommendations and forward the request to the Director of Public Safety. The governing body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an employee's request for a leave of absence.

31.03 This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

32.00 RETURN FROM AUTHORIZED LEAVES OF ABSENCE WITHOUT PAY

32.01 Employees returning from authorized leaves of absence without pay as set forth in this Agreement shall be restored to

their original classification at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits, provided, however, that sick leave and longevity credits shall not accrue with the exception of those on military leave.

32.02 Seniority shall be retained and shall accumulate during all leaves.

33.00 MEDICAL AND DENTAL COVERAGE

33.01 The Employer will provide and pay for the Blue Cross, Blue Shield, Rider J and Major Medical insurance for employees covered by this Agreement and their families, of the same type and in the same amounts as presently exist.

33.02 Each employee covered by this Agreement shall be provided a full family dental plan, the cost of which shall be fully paid for by the Township.

33.03 The Township shall provide at its sole cost and expense a prescription drug program for employees and the families of the employees covered under this collective bargaining agreement with the condition that the plan equal that provided at present by the Great Western Insurance Company.

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(609) 550-1776

33.04 All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

34.00 INSURANCE

34.01 The Employer will continue to provide existing insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

35.00 BULLETIN BOARD

35.01 The Employer will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

35.02 The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

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35.03 No matter may be posted without receiving permission of the officially designated Association representative.

35.05 Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

36.00 CEREMONIAL ACTIVITIES

36.01 In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least one uniformed police officer of the department to participate in funeral services for the said deceased officer.

36.02 Subject to the availability of same, the Employer will permit a department police vehicle to be utilized by the members in the funeral service.

36.02 Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in funeral services unless otherwise agreed to by the Chief of Police or the Director of Public Safety.

37.00 PERSONNEL FILES

37.01 A separate personal history file shall be established and maintained for each employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

37.02 Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representatives.

37.03 Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

37.04 All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Officer's personal file shall be kept in a proper location under the control of the Chief of Police. No person except the appropriate Police Department official and the employee shall have access to the file except that the Mayor or Police Commissioner may review such files when necessary.

An officer must initial every item that goes into his personnel file. All entries into an officer's personnel file must be consecutively numbered, and there shall be only one personnel file maintained per employee.

38.00 MILITARY LEAVE

38.01 Military leave for employees training or serving the national Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

39.00 PENSION

39.01 The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.

39.02 The Employer will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to employees pursuant to this agreement.

39.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to

the appropriate police retirement fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

40.00 LABOR MANAGEMENT COMMITTEE

40.01 A labor-management committee shall be established consisting of representatives of the Employer and the Association.

40.02 The function of this committee shall be to facilitate communication between the parties to promote a climate conducive to constructive employee relations, to recommend resolution of employee relations problems which may arise in the administration of this Agreement and to discuss other matters of mutual interest.

40.03 The committee will meet at mutually acceptable times and places, with either party having the right to request a meeting.

40.04 Requests for meetings should be made at least a week in advance with the requesting party submitting an agenda of the topics for discussions.

40.05 The size of the committee may vary according to the topics to be discussed and shall be limited to the least number of representatives from each party needed to accomplish the business at hand.

40.06 Nothing contained in this section is intended to restrict in any way the normal informal discussion and resolution of problem by the Employer and Association representatives.

40.07 If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the Appropriate Employer representative.

41.00 SAFETY AND HEALTH

41.01 The Employer shall at all times maintain working conditions to ensure maximum safety for all employees and shall provide employees with appropriate equipment and devices toward that end.

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(908) 380-4776

42.00 NO WAIVER

42.01 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

42.02 This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled by law.

43.00 SAVINGS CLAUSE

43.01 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

43.02 If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

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44.00 ORGANIZATIONAL MEETINGS

44.01 All police officers covered by this Agreement holding the rank of sergeant, lieutenant or captain shall attend four (4) meetings per year which shall be termed "staff meetings" and shall not exceed two (2) hours in duration and said attendance shall be without compensation.

44.02 All members of the Department covered by this Agreement shall be obligated to attend two (2) departmental meetings per year not to exceed two (2) hours each in duration and said attendance shall be without compensation. An annual inspection shall be mandatory for all members of the Department to be designated by the Chief of Police.

44.03 The employer agrees to grant the necessary time off without loss of pay to no less than three members of the PBA selected by the members of the PBA as delegates to attend any State or National convention of the New Jersey Policemen's Benevolent Association, as provided under N.J.S.A. 11:26C-4.

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(609) 360-1778

45.00 OFF DUTY POLICE ACTION

45.01 Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the force on his time off, which would have been taken by any police officer on active duty if present or available, shall be construed as police action, and the employee shall have all of the rights and benefits concerning such action as if he were on active duty.

45.02 Recognizing that the Employer and its residents benefit from the additional protection afforded them by off duty police officers, and further recognizing the weighty responsibility and hazards confronting each off duty police officer, the Employer agrees to pay such employees an additional sum to be added to the regular and periodic payments the employees receive in the following amount: One Dollar (\$1.00) per year, which shall be considered as part of the base annual wage.

46.00 TERM OF CONTRACT

46.01 This Agreement shall be in full force and effect as of the date hereof, and shall be in effect from January 1, 1990 to December 31, 1992.

LAW OFFICES
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(609) 360-1778

ATTEST:

TOWNSHIP OF LYNDHURST

By: _____

ATTEST:

THE LYNDHURST POLICEMEN'S
BENEVOLENT ASSOCIATION
PBA LOCAL 202

By: _____

Law Offices
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MASTRO & MURPHY
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APPENDIX A

BASE SALARIES

Rank	Effective Jan 1, 1990	Effective July 1, 1990	Effective Jan 1, 1991	Effective July 1, 1991
Patrolman (0 to 1 Year)	\$25,582.28	\$26,093.93	\$27,137.69	\$28,223.20
Patrolman (1 to 2 Years)	\$34,343.46	\$35,030.33	\$36,431.55	\$37,888.82
Patrolman (2 to 3 Years)	\$37,958.12	\$38,717.29	\$40,265.99	\$41,876.63
Patrolman (Over 3 Years)	\$41,572.77	\$42,404.23	\$44,100.40	\$45,864.62
Detective	\$43,380.11	\$44,247.72	\$46,277.63	\$48,128.74
Sergeant	\$44,284.48	\$45,170.17	\$47,236.98	\$49,126.46
Lieutenant	\$46,996.17	\$47,936.10	\$50,113.55	\$52,118.10
Captain	\$49,707.88	\$50,702.04	\$52,990.13	\$55,109.74
Deputy Chief	\$51,676.38	\$53,431.05	\$55,828.30	\$58,061.44
Chief	\$57,242.86	\$58,838.56	\$61,452.11	\$63,910.20

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BASE SALARIES - Continued

<u>Rank</u>	<u>Effective Jan 1, 1992</u>	<u>Effective July 1, 1992</u>
Patrolman (0 to 1 Year)	\$29,352.13	\$30,819.74
Patrolman (1 to 2 Years)	\$39,404.38	\$41,374.60
Patrolman (2 to 3 Years)	\$43,551.70	\$45,729.29
Patrolman (Over 3 Years)	\$47,699.00	\$50,083.95
Detective	\$50,313.89	\$52,829.59
Sergeant	\$51,351.52	\$53,919.10
Lieutenant	\$54,462.83	\$57,185.98
Captain	\$57,574.13	\$60,452.84
Deputy Chief	\$60,643.90	\$63,676.10
Chief	\$66,726.61	\$70,062.94

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1909 380-1776

PATROL ALLOWANCE

A Four Hundred and Twenty-Five Dollar (\$425.00) patrol allowance shall be paid to each person, regardless of rank or step, who is in the Patrol Division. The patrol allowance shall be paid along with the employee's regular paycheck (folded in).

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APPENDIX B
EDUCATIONAL BENEFITS

Section 1.

In addition to the salary authorized herein, all members of the Department shall be entitled to receive additional compensation in the sum of Ten (\$10.00) dollars per annum for each credit of approved Police Science courses, provided, however, that in any course for which additional compensation is claimed a grade of C or better must be attained and that this course is required for attainment of a degree. No member of the Department shall be entitled to receive additional compensation for credits of Police Science College courses until the member has completed three (3) years of service as a member of the Department.

Section 2.

Each member of the Department requesting credit shall submit a certification from the institution that he attended, indicating successful completion of the specific courses, and the grade obtained, and verification that the same were obtained in pursuit of a degree in Police Science or related field of study. Members of the Department shall be entitled to receive payment for courses taken in prior years provided they meet the requirements of this Article. All qualifying credits

earned prior to January 1, 1975 shall be compensated for during the calendar year 1975, all qualifying credits earned in 1975 shall be compensated for during the calendar year 1976, in addition to those earned in previous years. These credits shall accumulate and shall be paid in each ensuing year with no limit on the amount of credits earned toward a degree.

APPENDIX C
VACATIONS

Section 1.

Earned vacations - Members of the Department shall be entitled to vacation based upon length of service as hereinafter provided. Vacation benefits shall be determined at the employee's anniversary date of employment.

6 months to 1 year of service 5 working days vacation
1 year to 5 years of service 10 working days vacation
5 years to 15 years of service 15 working days vacation
15 years to 20 years of service 20 working days vacation
20 years to 25 years of service 25 working days vacation
25 years plus 30 working days vacation

Section 2.

A police officer of any rank who achieves an anniversary date from his date of employment during a calendar year which places him in a higher vacation category shall be entitled to the vacation benefits of the higher category in that same calendar year. (Example: when the employee's anniversary date giving him a higher vacation occurs during the month of November, that he could take the longer vacation benefit at any time during the calendar year.)

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APPENDIX D
HOLIDAYS

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

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APPENDIX E

SICK LEAVE

Section 1.

(a) Each officer shall be entitled to twelve (12) days sick leave for every year of service, which shall be cumulative. All unused accumulated sick leave shall be credited to the officer at retirement or to his beneficiary at death, and shall be paid at the salary rate in existence at the time of such retirement or death.

(b) Upon the death of an employee, the employee's beneficiary shall receive cash payments for all vacation days, personal days and compensation time earned by the employee.

Section 2.

It is understood that an employee shall be entitled to one (1) day of sick leave for every month of service. An employee shall accumulate sick leave on the basis of twelve (12) days a year for every year of service. Sick leave shall be cumulative during an employee's period of service. An employee absent on sick leave for a period of thirty (30) days, may, at the discretion of the Board of Commissioners, be requested to submit to an examination by a physician designated by the Board of Commissioners, at the expense of Township. An employee shall be entitled to credit for sick leave time for prior service, if the employee's service to the Township had

been interrupted. At the time of retirement the employee (police officer) can receive a cash settlement for his accumulated sick leave up to one hundred twenty (120) days. The employee (police officer) shall have the option of choosing the cash settlement with a maximum of one hundred twenty (120) days and the remaining days as paid terminal leave or choosing to take all of his accumulated sick time as paid terminal leave based on his yearly salary at the time of retirement.