

*Contract no. 1061*

**AGREEMENT BETWEEN THE TOWNSHIP OF CLINTON  
AND PBA LOCAL 329  
JANUARY 1, 1991 THROUGH DECEMBER 31, 1992**

LIBRATY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
JUN 25 1992  
RUTGERS UNIVERSITY

*As of 12-24-91*

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PREAMBLE

THIS AGREEMENT entered into this            day of            ,  
1991, and effective from January 1, 1991, BY AND BETWEEN THE  
TOWNSHIP OF CLINTON in the County of Hunterdon, New Jersey  
(hereinafter referred to as the "Township") AND POLICE  
BENEVOLENT ASSOCIATION LOCAL 329 (hereinafter referred to as  
the "Association") represents the complete and final  
understanding on all bargainable issues between the Township  
and the Association.

ARTICLE I

RECOGNITION

A. The Township recognizes the Association, 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 and all superior officers, through and inclusive the rank of sergeant, but excluding 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 or conditions of employment, including those expressed in this agreement with any individual or group of employees covered by this Agreement.

## ARTICLE II

### NEGOTIATIONS PROCEDURES

A. The Township and the Association 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 Association 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 and to reflect the complete and final understanding on all bargainable issues which were or could have been brought to the bargaining table. 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 principles.

### ARTICLE III

#### DEDUCTIONS FROM SALARIES

A. The Township agrees to deduct from the salary of employees, subject to this agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-16.9(e), as amended. Said monies, together with any records of any corrections, all be transmitted to the Association 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 Association shall furnish to the Township 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 Association will provide the necessary "check-off authorization" form provided by the Township and shall deliver the signed forms to the appropriate Township officials. The exercise of deductions from salary for Association dues shall be at the employees' option.

D. The Association 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 Association to the Township or on reliance of the official notification on the letterhead of the Association and signed by the president of the Association advising of such change in deductions.

## ARTICLE IV

### **PBA REPRESENTATIVE**

A. Accredited representatives of the Association 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 Association decides to have its representatives enter the Township, facilities or premises, it will request such permission from the appropriate Township representatives, 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 Association representatives, in accordance with N.J.S.A. 40A:14-177, to attend the annual PBA state convention provided two (2) weeks written notice, specifying the dates of the convention, is given to the Chief of Police by the Association. A certificate of attendance to the convention shall, upon 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 the PBA state delegate to attend the regular monthly business meeting of the New Jersey State PBA provided one (1) week notice specifying the date of the meeting is given to the Chief of Police by the Association.



D. One Association representative and one alternate representative may be appointed by the Association to represent the Association in grievances with the Township. During collective negotiations, no more than three (3) authorized Association 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.

## ARTICLE V

### ACCESS TO PERSONNEL FOLDERS

A. An employee shall have the right, upon 24 hours notice to the Township, to inspect his or her 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 document or anonymous original 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.

## ARTICLE VI

### **GRIEVANCE PROCEDURE**

#### A. Definition

1. It is understood by and between the parties that a grievance is a claimed breach, misinterpretation or improper application of the terms of this agreement which affect 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 Association 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. Scope of Grievance Procedure

1. Any matter concerning any term or condition specified or provided for in this agreement shall be subject to resolution through this grievance procedure.

C. 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 Association 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 this grievance derives and with reference to the section(s) of this agreement which the grievant claims have been violated, misinterpreted or misapplied.

D. 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) 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) 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) days of the receipt of the grievance.

3.(a) 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 grievant 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.

b) All grievances may be submitted to arbitration except:

- 1) Matters involving employee discipline in accordance with Paragraph (F) below; and/or,
- 2) Matters which involve managerial discretion not affecting the terms of this agreement in accordance with Article VII herein.

c) The decision or award made by the arbitrator shall be binding on the parties. The arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this agreement and shall confine his decision to the interpretation of this agreement as relevant to the merits of the grievance. He shall confine himself to the precise issues(s) presented for arbitration and shall have the authority to determine any other issue(s) not presented, except as they may be necessary to a determination of the issue(s) submitted for arbitration. The fees and expenses of the arbitration shall be borne equally by the parties.

d) 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.

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

f) 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 Association by reason of such participation.

g) 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) Association representative and alternate and any witnesses required by either party for the purposes of testifying at such hearing.

h) Hearings conducted by the arbitrator shall be in the nature of an informal proceeding, except hearsay evidence shall not be admissible and the decision rendered by the arbitrator shall be in writing and shall state the basis for such decision and the evidence relied upon.

E. Grievance Time Limits and Management Response

1. The grievant(s) and/or the Association shall adhere to the time limits set forth herein unless the time limit is extended by mutual agreement of both parties.

2. The Township shall adhere to the time limits set forth herein unless the time limit is extended by mutual agreement of both parties.

## ARTICLE VII

### DISCIPLINARY PROCEEDINGS

#### A. Grounds for Disciplinary Action

Only conduct violative of the written rules and regulations 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 PBA 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 PBA member shall have ten (10) calendar days from the date the offer is made to either accept or reject same. During this time the PBA member, accompanied by a Union representative should the PBA 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 PBA member shall be included in the personnel file of the PBA member. If informal action is refused by the PBA 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.

C. Formal Action/Hearing Before Council

"Formal action" shall consist of a written complaint against a PBA 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 PBA 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 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 the Public Employment Relations Commission (PERC)

If the accused PBA 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.

## ARTICLE 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. Effective January 1, 1989, 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 115 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 of reported illness or disability, the Township reserves the right to send a visiting nurse or the Township physician to investigate the reported illness.

2. When an absence due to illness does not exceed five (5) 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 PERS, and if the employee then has accumulated sick days, he shall be entitled to receive up to fifty-seven and one half (57-1/2) of those days, in monetary compensation or compensatory time off, at the employee's option.

## ARTICLE 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 one of the following two (2) plans:

1. One day compensatory time off in the event a holiday falls on the employee's regularly scheduled day off; and, two days compensatory time off in the event a holiday falls on an employee's regular work day. Holiday compensatory time shall be used within two (2) calendar months preceding the holiday and two (2) calendar months following the holiday.

2. Two times the employee's base salary when a holiday falls on an employee's regular work day and straight time when a holiday falls on an employee's regularly scheduled day 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 24 hour period.

## ARTICLE 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.

D. For purposes of this Article, Leaves of Absence, as approved by the Mayor and Council, shall be deducted from the years of service.

ARTICLE 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.



## ARTICLE XII

### LEAVES OF ABSENCE

A. A leave of absence for death in the immediate family of the employee will be granted for up to three (3) days.

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 Mayor and Council, which will consider the request and grant or reject the request for leave of absence.

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.

## ARTICLE 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. Each employee shall be responsible for cleaning his own uniform. Effective January 1, 1991, each employee shall receive the sum of \$1,000 for the cleaning, maintenance and replacement of uniforms and equipment. This sum shall be increased to \$1,100, effective January 1, 1992.

2. The payments described in paragraph 1, above, shall be made by June 15th of each year.

3. Newly hired members of the bargaining unit shall receive an initial issue of uniforms pursuant to existing procedures, but shall

receive no monetary allowance during their first complete year of employment, beginning with their date of hire. Thereafter, these members shall receive the sum of \$20.00 per month through and including December of the anniversary year. Beginning the following calendar year, the member shall receive the normal uniform allowance.

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.

ARTICLE XIV

**MEDICAL INSURANCE**

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

1. The Township, at its sole expense, shall pay the premium for hospital, medical, surgical, Rider J and Major Medical Insurance benefits under plan chosen by the Township and agreed upon by the Association as of the employee's effective date of employment and in accordance with the eligibility requirements of said plan. Any new eligibility requirements shall apply only to new employees.

2. Life Insurance shall be provided as required by and in accordance with a plan chosen by the Township and agreed upon by the Association.

3. The Township reserves the right to change carriers, so long as substantially similar benefits are provided, after discussion with the Association. 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 Association.

C. The Township shall contribute the annual sum of \$200.00 per employee for the purchase of a \$2.50 co-pay prescription drug program for employees and their eligible dependents. The Township shall assist the Association in securing such a program. The employee may use the pharmacy of his choosing and submit a voucher to the Township on the first of each month for reimbursement. Dependents shall be defined in the same manner as in the Township's hospitalization plan.

## ARTICLE 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 or occurring when the employee is off duty, 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.

ARTICLE XVI

**SALARY**

A. The following base salary schedule shall be established for the term of this agreement:

<u>Rank</u>	<u>Effective 1/1/91</u>	<u>Effective 1/1/92</u>
Sergeant	\$41,463	\$43,951
Patrolman 1st Class	\$38,517	\$40,828
Patrolman 2nd Class	\$35,632	\$37,770
Patrolman 3rd Class	\$33,154	\$35,143
Patrolman 4th Class	\$27,001	\$28,621
Trainee	\$24,001	\$25,441

B. Promotion from the rank of Trainee to the rank of Patrolman 4th Class, from Patrolman 4th Class to Patrolman 3rd Class and from Patrolman 1st Class to Sergeant is not automatic, but is in accordance with the applicable provisions of Title 40A of the New Jersey Statutes Annotated and based upon annual evaluation conducted by the Township, which evaluation shall be provided to the employee.

C. 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.



D. Effective upon the execution of this agreement, the Investigator's position and salary are eliminated from this agreement, and an annual stipened of \$720 shall be paid, on a pro-rata basis of \$60.00 per month, to any member assigned as an Investigator.

E. Officers below the rank of Sergeant will not be required to evaluate or discipline another Police Officer.

ARTICLE XVII

LONGEVITY

A. 1. For the purposes of this agreement, all covered employees shall be entitled to and receive longevity pay upon completion of the first five (5) years continuous service equivalent to two percent (2%) of base salary;

2. For purposes of this agreement, all covered employees shall be entitled to receive additional longevity pay upon the completion of the second five (5) years of continuous service equivalent to two percent (2%) of base salary for a total of four percent (4%); and

3. For the purposes of this agreement, all covered employees shall be entitled to and receive additional longevity pay upon completion of the twelve (12) years of continuous service equivalent to one percent (1%) of base salary, for a total of five percent (5%).

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

## ARTICLE XVIII

### TRAINING AND EDUCATION

#### A. Mandatory Training

1. The Mayor and Council may from time to time, establish a schedule of mandatory training and education courses. Accompanying said schedule, the Mayor and Council shall promulgate guidelines for costs incurred for training.

2. The designated rank officers must successfully complete any and all mandatory 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.

2. The Township shall pay to a Health or Fitness Center of the employee's choice, up to \$200.00 per year toward an individual membership of the employee in such a Center. This benefit will be eliminated effective July 1, 1991.

Any employee who joined any such Center on or after July 1, 1991 shall not be entitled to any allowance or part thereof.

**ARTICLE 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.

ARTICLE 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 to provide, at its sole cost and expense, four (4) boxes of ammunition per officer per year for personal firearms practice and to provide a belt change of new service ammunition at least twice a year.

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

E. 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.

ARTICLE 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 \$100.00 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.

ARTICLE 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 <sup>BASIC EDE</sup> ~~basis~~ 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.

ARTICLE XXIII

WORK SCHEDULE

A. This provision memorializes the agreement of the Township and the PBA regarding the "Pink Day" arbitration:

1. The Patrol Force in the Operations Division will work the following Schedule:

a) There will be five (5) squads, one of which will be a "Power Squad." The squads will work a four (4) day on, two (2) day off, (or six (6) day) schedule.

b) 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.

c) This agreement represents a complete and final settlement between the parties as to their hours of work shift moving forward (7-3, 3-11, 11-7) and work week (4 on 2 off - 8 hour shifts).

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

3. 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.



4. 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.

**ARTICLE XXIV**

**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.

ARTICLE XXV

**FULLY BARGAINED 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 or not within the knowledge or contemplation of either or both of the parties at the time the negotiators signed this agreement.

ARTICLE XXVI

**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.

ARTICLE XXVII

**TERM OF AGREEMENT**

This agreement shall be in full force and effect from January 1, 1991 until December 31, 1992, both dates inclusive. It is understood by and between the parties hereto that the terms and conditions of employment shall continue in full force after December 31, 1992, if a successor agreement has not been signed, until a successor agreement has been signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 27 day of January, 1992.

PBA LOCAL 329

*Michael K. [unclear]*  
\_\_\_\_\_  
*[unclear]*  
\_\_\_\_\_

ATTEST  
*Carol Korbobo*  
\_\_\_\_\_  
Carol Korbobo, Clerk

TOWNSHIP OF CLINTON  
*Thomas D. Ogden*  
\_\_\_\_\_  
Thomas Ogden, Mayor

MEMORANDUM OF AGREEMENT

Re: Contract Ammunition Four (4) Boxes And  
Township Accountability For Its Use.

This Agreement between the Township of Clinton (hereinafter referred to as "Township") and PBA Local 329 (hereinafter referred to as "Association") represents the complete and final settlement between the parties as to "Contract four (4) Boxes of Ammunition," per wording of "Agreement between the Township of Clinton and PBA Local 329, January 1, 1991 through December 31, 1992." This Agreement is as follows:

- I: Referring to Police Policy Manual:  
Role of Authority and General Management, Firearms,  
Vol. III, Ch. 3, P. 12.  
C. Qualification Requirements.  
delete Section 2, a and b.  
(see attached page from manual)
- II: If an officer desires his four (4) boxes of contract  
ammunition during the term of the contract, the  
Chief or his designee will supply said four (4)  
boxes of contract practice ammunition.
- III: The officer will provide acceptable documentation to  
the Chief or his designee that the four (4) boxes of  
contract ammunition have been used at an approved  
supervised practice range.
- IV: In the event during the year the four (4) boxes of  
contract ammunition have not been used at an  
approved supervised practice range and so  
documented, they or any part thereof will be  
returned to the Chief or his designee at the end of  
the contract year.
- V: It is understood this Agreement will remain in  
effect as long as present contract.
- VI: Upon notification of this Agreement by the  
Association and the Township, the Association shall  
withdraw its request for arbitration on this issue.
- VII: The Association and the Township mutually agree to  
waive any and all future claims against the other as  
it relates to "Contract Ammunition."

**MEMORANDUM OF AGREEMENT**  
Contract Ammunition Four (4) Boxes  
Page 2

VIII: This Agreement is subject to ratification by members of PBA Local 329 and Clinton Township Council.

Dated:

LOCAL PBA 329:

Michael K. Ellis  
Richard J. [unclear]  
[unclear]

TOWNSHIP OF CLINTON

Thomas D. Ogden  
Thomas Ogden, Mayor

ATTEST:

Carol A. Korbobo  
Carol A. Korbobo, RMC

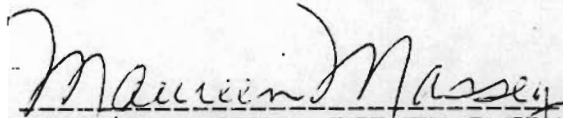
RESOLUTION #23-92


TO AUTHORIZE THE MAYOR TO SIGN  
AGREEMENT BETWEEN THE TOWNSHIP OF  
CLINTON AND PBA LOCAL 329

BE IT RESOLVED that the Mayor of Clinton Township is hereby authorized to execute the agreement and approval between the Township of Clinton and the PBA Local 329.

BE IT FURTHER RESOLVED that a copy of said agreement be attached to this resolution.

ATTEST:

  
MAUREEN MASSEY, DEPUTY CLERK

  
MAYOR THOMAS L. OGDEN

Jan. 27, 1992