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**AGREEMENT**  
**BETWEEN**  
**HOPEWELL TOWNSHIP**  
**AND**  
**HOPEWELL TOWNSHIP POLICE SUPERIOR OFFICERS**

8/7/95

**HOPEWELL TOWNSHIP AND  
HOPEWELL TOWNSHIP POLICE SUPERIOR OFFICERS**

**TABLE OF CONTENTS**

<u>ARTICLE</u>		<u>PAGE</u>
1	INTERPRETATION AND RECOGNITION	1
2	DURATION OF AGREEMENT	2
3	MANAGEMENT RIGHTS	3
4	COLLECTIVE BARGAINING PROCEDURE	4
5	NON-DISCRIMINATION	5
6	STRIKES	6
7	SICK LEAVE	6
8	SPECIAL LEAVE	8
9	INSURANCE PROTECTION	10
10	POLICE VEHICLE EQUIPMENT	12
11	GRIEVANCE PROCEDURE	12
12	ANNUAL LEAVE	15
13	PERSONAL DAYS	17
14	SALARIES	18
15	OVERTIME AND COMPENSATORY TIME	19
16	EDUCATION INCENTIVE	21
17	SCHEDULE	23
18	UNIFORM EQUIPMENT AND REPLACEMENT	23

19	NON-UNIFORMED OFFICER CLOTHING REPLACEMENT PROGRAM	24
20	FALSE ARREST INSURANCE	24
21	MEETING PLACE	25
22	MUTUAL RECOGNITION OF EXISTING OBLIGATIONS AND CONDITIONS	25
23	SAVING CLAUSE	26
24	SPECIAL DUTY ACTIVITIES	26

**HOPEWELL TOWNSHIP AND  
HOPEWELL TOWNSHIP POLICE SUPERIOR OFFICERS  
FINAL AGREEMENT**

This Final Agreement dated the        day of        , 1995 by and between Hopewell Township, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Employer" or the "Township", and the Hopewell Township Police Superior Officers' Association, hereinafter referred to as the "Association".

**ARTICLE 1**

**INTERPRETATION AND RECOGNITION**

**A. Interpretation**

It is the intention of the parties that this Agreement be construed with the P.E.R.C. Act as amended, the Statutes of the State of New Jersey, the Ordinances of Hopewell Township, and consistent herewith, the Rules and Regulations of the Police Department.

**B. Recognition of Bargaining Unit**

1. The Township hereby recognizes the Hopewell Township Police Superior Officers' Association as the sole and exclusive unit as defined immediately below, for the purposes of collective bargaining, and on all terms and conditions of employment and grievances.

2. The bargaining unit, as discussed immediately above, shall consist of all full-time Sergeants, now employed or hereafter employed, excluding the Chief of Police, Lieutenants, Patrolmen, Dispatchers, School Crossing Guards and Special Officers of the Department.

C. Binding Agreement

This agreement shall cover wages and such other conditions of employment as set forth herein and shall be binding upon the parties hereto, and to their successors, as permitted by law.

**ARTICLE 2**

**DURATION OF AGREEMENT**

A. Duration of Agreement

This agreement shall be in full force and effective from January 1, 1995 until Midnight, December 31, 1996.

B. Modification and Successor Agreements

The parties agree that negotiations for a successor agreement, modifying, amending or altering the terms or provisions of this agreement shall commence on or about September 1, 1996. In the event no successor agreement is completed, ratified and executed before December 31, 1996, the present agreement will continue in full force until said successor agreement has been ratified and executed.

## ARTICLE 3

### MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees.

2. To hire all employees and subject to the provision of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees within the Police Department.

3. To suspend, demote, discharge to take disciplinary action for good and just cause according to law.

4. To reduce force for economic reasons in accordance with N.J.S.A. 40A:14.143.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and 40A or any other national, state, county or local laws or ordinances.

#### **ARTICLE 4**

##### **COLLECTIVE BARGAINING PROCEDURE**

A. **Recognition of Collective Bargaining and Designated Parties**

Collective bargaining with respect to the rights and duties of the Township and Employees, the resolution of grievances, rate of pay, hours of work and other terms and conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties in accordance with the provisions of P.E.R.C. Act, as amended. Unless otherwise designated, the Mayor of the Township or his designee or designees and the president and/or his designee or designees of the Association shall be the respective bargaining agents for the parties.

B. **Scheduling of Collective Bargaining Meetings**

Collective bargaining meetings shall be held at times and places mutually convenient to both parties.

## **ARTICLE 5**

### **NON-DISCRIMINATION**

The Township and the Association both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age as far as employment is concerned or as far as any opportunity for improvement of jobs or as a continuation of employment. The Township further agrees that it will not interfere or discriminate against any employee because of membership in or legitimate activity on behalf of the Association nor will the Township encourage membership in any other association or union or do anything to interfere with the exclusive representation of the Association in the appropriate bargaining unit.

## **ARTICLE 6**

### **STRIKES**

The Association assures and pledges to the Township that its goals and purposes are such as to condone no strikes by members of the Association nor work stoppages, slowdowns or any other such method that would interfere with service to the public or violate the laws of the State of New Jersey; and furthermore, the Association will not initiate such activities nor activities nor advocate or encourage members of the unit to initiate same.



**ARTICLE 7**  
**SICK LEAVE**

**A. Days Earned**

Each full-time employee may accumulate twelve (12) sick days per year. All employees shall have their sick leave days accumulate and said accumulated leave shall be reduced by one day for each working day of approved absence due to illness. Sick leave may begin to accrue as of the date an employee enters the service of the Township.

1. Sick leave may be taken in excess of the amount then accumulated, but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave record and must be approved by the Chief of Police and the Administrator. If an employee leaves the Township from any reason whatsoever, he shall reimburse the Township for sick leave used but unearned.

**B. Notification of Accumulation**

Employees shall be given a written accounting of accumulated sick leave days on or about February 1st each year.

**C. Certificate of inability to Work**

A certificate of inability to work by reason of illness by a licensed Doctor of Medicine, Osteopath, examination by the Township Doctor and such other evidence of inability to work as the Chief of Police or the Township Administrator shall deem necessary may be required as evidence of illness before compensation for the period of illness is allowed.

1. When an employee has been absent for five (5) consecutive working days or longer because of illness, he shall be required to report to the Township Doctor before returning to work. The Township Doctor will make a report of the illness and determine if the employee is medically fit to return to work. The Chief of Police will not authorize an employee's return without authorization of the Township Doctor which shall be made on the proper form.

2. An employee who is taken ill on authorized annual leave may report the circumstances by phone or letter, and upon presenting a doctor's certificate, may be allowed to charge to sick leave the time lost by reason of illness while on annual leave.

**D. Sick Leave Incentive**

As an incentive to use sick leave for its intended purpose, and to increase productivity and reward employees with excellent attendance records, the following policy will apply.

1. Upon retirement an employee will receive payment for 50 percent of accumulated sick leave based upon the annual record he receives each year by February 1, or \$10,000.00 whichever is less. The payment shall be based on the employee's current daily rate as of retirement.

2. This benefit will be available only to Township employees eligible to retire with benefits under the provisions of the Public Employees Retirement System and/or the Police and Firemen's Retirement System, and shall not apply to employees who retire prior to that time for any other reason.

3. The Township shall maintain sick leave records for each employee.

**ARTICLE 8**  
**SPECIAL LEAVE**

**A. Types of Leave**

Employees shall be permitted to use the following temporary non-accumulative leaves of absence with full pay unless otherwise noted.

1. Death and Serious Illness - Up to three (3) days at any one time due to death or serious illness of any employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, grandparent, grandchildren, step-parents, step-children and step-grandparents and any other members of the immediate household.

2. Good Cause - Other leaves of absence without pay may be granted by the Township Administrator upon recommendation of Chief of Police for good reason, and if the leave of absence will not hinder the proper and efficient operation of the police department of the Township of Hopewell, such leave of absence shall not be unreasonably or arbitrarily denied after all accumulated sick and annual leave have been exhausted.

3. Injury Time - Each full-time, probationary or permanent employee who is unable to work as a result of an injury arising out of and in the course of his employment with the Township, shall receive his full salary for a period not to exceed twelve (12) months following the date of injury. Such salary shall be paid in accordance with the Township's standard pay schedule.

If the employee is entitled to receive worker's compensation benefits during the period as set forth in the above paragraph, the Township shall be entitled to receive those benefits from its worker's compensation carrier to offset the salary paid. It is intended hereby that no employee shall receive more than his full salary during the twelve (12) months he is out because of injury arising out of and in the course of his employment.

After twelve (12) months from the date of the injury as set forth above, the employee then must use his accumulated sick leave for any time beyond the twelve (12) months, but shall use the same on the basis of one-half day of accumulated sick leave for each day of absence beyond the twelve (12) months.

Sick leave and annual leave shall continue to accrue during the twelve (12) months set forth above and shall cease to accrue while an employee is receiving worker's compensation benefits only.

The Township agrees to use its best such efforts to allow an employee injured in an accident arising out of the course of his employment to return to light duty if the operation of the Police Department will so allow and if the employee's condition permits the same. Prior to the return to such "light duty", the employee shall be examined by the Township Doctor who should give full approval of the return to duty of said employee.

## ARTICLE 9

### INSURANCE PROTECTION

#### A. Medical Insurance

As of the date of the execution of this Agreement by the parties, the Township shall provide major medical, hospitalization, including HMO option, life insurance protection, dental and vision care. The Township shall pay the full premium for each full-time employee, and where appropriate, for family plan insurance coverage. The Township may change carriers at its discretion provided such change will have no appreciable effect on the level of benefits. The Township will provide at least forty-five (45) days' notice to the employees of any change in carrier.

The Association and Township agree that members must receive medical services within the Insurance Carrier's participating physician network provided that the scope of the network is widespread both in geographical area and service area (e.g. orthopedics, pediatrics, chiropractic, etc.)

Employees who use participating medical providers in the Blue Cross/Blue Shield Network will have expenses paid at 100% after deductible has been satisfied.

Employees who use non-participating medical providers in the Blue Cross/Blue Shield Network will have claims paid up to the Usual Customary and Reasonable limit established by the medical benefits carrier. Any expenses above the UCR will be the employee's responsibility.

The Township will agree to reimburse any out-of-pocket expenses incurred by bargaining unit employees from April 1, 1993 to May 15, 1995 (the date of the arbitration award on this issue) upon submitting appropriate documentation detailing the expenses.

B. Vision Care

Vision care benefits are limited to employees, except that the Township will reimburse each employee up to Seventy-five (\$75.00) Dollars per family member, not to exceed One Hundred Fifty (\$150.00) Dollars per family in 1995, for vision care benefits. The Township will reimburse each employee up to \$100 per family member, not to exceed \$200 per family for vision care benefits in 1996.

C. Prescription Drug Insurance

The Township shall provide a Prescription Drug Plan with a \$3.00 co-pay for each full-time employee, and where appropriate, dependents.

D. Retiree Medical Benefits

The Township will permit retired employees to purchase medical insurance, at the sole cost of the retired employee, through the group insurance, at the rate charged by the group insurance carrier.

E. Life Insurance

The Township will provide a policy of Life Insurance and Accidental Death & Dismemberment Insurance in an amount equal to 1½ times the annual salary of each employee.

F. Copies of Brochures

Brochures explaining the insurance benefits will be provided by the Township to each employee.

## ARTICLE 10

### POLICE VEHICLE EQUIPMENT

All police vehicles shall be equipped with air conditioning and A.M. radio.

It is agreed that all other equipment provided is the prerogative of the Township.

## ARTICLE 11

### GRIEVANCE PROCEDURE

#### A. Definition of Grievance

A grievance shall be defined as an alleged violation or a dispute by an employee group, employer, employee, the Association or the Township concerning the application, meaning or interpretation of any provision of this agreement.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, and as quickly as possible, an equitable solution to the problems which may arise from time to time which affect the employee so as to insure efficiency and promote employee morale. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

#### C. Limitation

No settlement of a grievance presented by an employee shall contravene the provisions of this agreement.

D. Period for Filing Grievance

All grievances shall be filed within fifteen (15) days when the employee or employer has knowledge of the occurrence or should have knowledge of the occurrence.

E. Procedure

Level 1. Chief of Police

The employee or "Officer" shall file the grievance with the Chief of Police, or his designated representative, within the time period specified, in writing. The Chief, or his designated representative, will respond within five (5) days of the receipt of the grievance.

Level 2. Administrator

In the event that the parties are unable to resolve the grievance at Level 1, either party may, within five (5) working days after the response by the Chief of Police at Level 1, refer the grievance to the Administrator for resolution. The Administrator, or his designated representative, will respond within ten (10) working days of receipt of the grievance.

Level 3. Township Committee

In the event that the parties are unable to resolve the grievance at Level 2, either party may, within five (5) working days after the response of the Administrator, refer the grievance to the Township Committee for resolution. The Township Committee may meet with the grievant, the employee or the officer to discuss said grievance and if said meeting is held it shall be held within thirty (30) days after the filing of the same with the Township Committee. If a meeting is held, the decision of Township Committee shall be rendered within ten (10) working days of the meeting or within thirty (30) days if there is no meeting.



#### Level 4. Arbitration

In the event that the grievance is not resolved at Level 3 or it no decision has been rendered within the time period allowed to the Township committee at Level 3, the employee or officers may request in writing that said grievance be referred to the Public Employment Relations Commission for impartial binding arbitration and said submission shall be submitted to the Public Employment Relations Commission within ten (10) working days.

The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and such rules and regulations as may be in effect by the Public Employment Relations Commission of the State of New Jersey which might be pertinent and render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be borne equally by the Township and the Association. Any steward or officer of the Association required in any of the above grievance procedures to settle disputes on any arbitration, shall be released from work without loss of pay for such purpose and any witness without loss or pay for the purpose of disposing of any grievance or arbitration matter in official process or hearing relating to the grievance.

#### Extensions and Modifications

Time extensions may be mutually agreed to by the Township and the Association.

### Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and designated or selected representatives heretofore referred to in this article.

A permanent record shall be kept of all proceedings in a manner that is agreeable to both parties. All costs shall be borne equally by the Township and the Association.

## ARTICLE 12

### ANNUAL LEAVE

#### A. Annual Leave

Regular full-time employees shall be entitled to annual leave as follows:

1. An employee's entitlement to earn annual leave is based on the number of complete calendar years of employment. A "complete calendar year of employment" is a year in which an employee works a regular schedule from January 1 through December 31.

##### a. Three through five calendar years of service.

After one calendar year of service, and upon completion of each additional year through five years of service, and employee is eligible to take twenty-five (25) days of earned annual leave each year.

##### b. Six through ten calendar years of service.

After five years of service, and upon completion of each additional year through ten years of service, an employee is eligible to take twenty-eight (28) days of earned annual leave each year.

c. Eleven through fifteen calendar years of service.

After ten years of service, and upon completion of each additional year through fifteen years of service, and employee is eligible to take thirty-one (31) days of earned annual leave each year.

d. Sixteen through twenty calendar years of service.

After fifteen years of service, and upon completion of each additional year through twenty years of service, an employee is eligible to take thirty-four (34) days of earned annual leave each year.

e. Twenty-one or more calendar years of service.

After twenty years of service, an employee is eligible to take thirty-seven (37) days of earned annual leave each year. Employees are eligible for one (1) additional day per year of service up to a maximum of thirty-nine (39) days.

Annual leave will be accrued on a monthly basis up to the maximum as set forth above, and the employee shall be permitted to accumulate this annual leave up to two (2) years. Any unused annual leave at that time shall be lost.

B. Scheduling of Leave

It is hereby recognized that the scheduling of annual leave periods is a management prerogative. In accordance with such recognition, annual leave periods shall be taken in work week blocks (as much as that is possible) and approved by the Chief of Police in accordance with his decision to maintain efficiency and smooth operation of the department. Nevertheless, individual exceptions may be made to such "block" vacations upon the application to and approval by the Chief of Police.

C. Compensation at Termination or Death

Employees who terminate service for any reason will be paid accumulated leave benefits within limits set forth in "A" above in the last pay check to be received by the employee.

If an employee should die without utilizing the annual leave benefits to which he would have been fully entitled, his beneficiary shall receive the annual pay amounts representing such unused benefits.

D. Holidays

Any additional day allowed to other employees as "holidays" shall be credited as additional annual leave to the Superior Officers on duty that particular day. On days where the other municipal employees are sent home because of hazardous weather conditions, sergeants on duty that particular day shall be credited the same amount of time off, hour for hour.

**ARTICLE 13**

**PERSONAL DAYS**

The Township shall give each employee three (3) personal days that the employee can take off at his discretion, with approval of the Chief of Police. No advance notice shall be required; however, Officers agree to provide as much advance notice as possible under the circumstances, with no loss of pay, holiday time, or sick time. Any personal days not taken by the end of the year will be added to the employee's sick leave accumulation. Personal days will not be paid in cash if not taken, nor accumulate as personal days from year to year.

## ARTICLE 14

### SALARIES

A. The salary scale for Superior Officers shall be as follows:

<u>Step</u>	<u>1995</u>	<u>1996</u>
1	\$54,400	\$56,700
2	\$58,000	\$60,465

Superior Officers who have not reached maximum step as of the execution of this contract shall move to top of scale on 1/1/96. Superior Officers hired after 1/1/95 shall advance one step annually on his or her anniversary date of becoming a superior officer.

B. Longevity Pay Plan

The following shall constitute a longevity pay plan for the Hopewell Township Superior Police Officers:

1. Employees having ten (10) to fifteen (15) years of service with the Township of Hopewell shall receive an annual longevity payment of \$500.00.

2. Employees having fifteen (15) to twenty (20) years of service with the Township of Hopewell shall receive an annual longevity payment of \$650.00.

3. Employees having twenty (20) or more years of service with the Township of Hopewell shall receive an annual longevity payment of \$800.00.

4. Longevity payments shall be added to base salary and are payable throughout the year via the bi-weekly payroll system. Said longevity shall be used in determining overtime rates of pay, but shall be excused from base salary for annual pay increases.

5. Superior Officers hired after 1/1/95 shall not be entitled to receive the longevity benefit unless such benefit was received as a patrol officer.

## ARTICLE 15

### OVERTIME AND COMPENSATORY TIME

#### A. Overtime Defined

Overtime is defined as any time in excess of one hundred sixty (160) hours during any regular work period spent by an employee who is authorized, directed or required to work longer than his regular tour of duty and who received approval for such work.

#### B. Compensation for Overtime

Overtime shall be calculated beginning thirty (30) minutes after the completion of the normal working shift. In the event that the employee is required to remain at his duty beyond the completion of his shift, the overtime period shall commence at the end of the scheduled work shift and run through the completion of the aforesaid duty.

#### C. Payment of Overtime

The rate of overtime shall be at one and one-half times the employee's hourly rate. The hourly rate shall be computed by dividing the employee's annual salary by 2080 and shall include any other factors set forth in the Fair Labor standards Act as interpreted by case law and/or amendment by legislation. Overtime shall be computed and paid on the pay date which shall fall immediately after the completion of each four-week cycle.

**D. Effect of Annual Leave and Sick Leave**

Whenever an employee shall take one or more annual leave or sick days during a regular work period, then the one hundred sixty (160) hours shall be diminished by eight (8) hours for each day of annual leave or sick leave taken during that regular work period for the purposes of determining when overtime commences.

E. Employee may opt to convert and accumulate overtime earned to compensatory time up to a maximum accumulation of 480 hours, except that overtime related to time spent in court for cases resulting from their official duties as sergeant in the Hopewell Township Police Department shall be paid compensation. Compensatory time may be taken by the employee when authorized by the Chief of Police. Compensatory time procedures are set forth as follows:

1. Compensatory time shall be credited at time and a half.
2. Only time documented on the bi-weekly pay sheets approved by the Administrator will be eligible for compensatory time off.
3. Compensatory time may accumulate from year to year provided it does not exceed 480 hours.
4. Compensatory time shall be applied for, forty-eight (48) hours in advance on the regular Township Leave Request form.
5. Compensatory time should be taken soon after the occurrence of extra hours of work as is reasonable.

6. Pay for accumulated compensatory time will be given upon retirement or termination of employment for any unused compensatory time credit. Such pay shall be calculated as set forth by FLSA guidelines.

7. Compensatory time will normally be granted in partial day or single day units. It is not to be accumulated to extend vacation or annual leave.

## ARTICLE 16

### EDUCATION INCENTIVE

#### A. Tuition Cost

The Township will reimburse the membership of the Superior Officers bargaining unit fifty (50%) percent of the cost of tuition only after successful completion of a course leading to a degree in law enforcement or criminal justice up to a maximum of six (6) credit hours per year. The reimbursement shall be based on fifty (50%) percent of the State College tuition for future enrollers, it being understood that those presently enrolled in non-State college institutions may continue their education at said institutions and be reimbursed fifty (50%) percent of the tuition cost. For all students the following conditions must be met:

1. All courses necessary to a degree in law enforcement or criminal justice must have prior written approval from the Chief of Police.

2. The employee shall assure the Township at least one (1) year after the completion of the course leading to the degree in law enforcement or criminal justice as set forth above, and shall agree in writing to reimburse the Township within one (1) year.



3. Successful completion as set forth above means that the employee has obtained a passing grade. Upon successful completion as set forth above, the employee shall present a voucher and a copy of the final grad to the Township Chief of Police and Administrator for reimbursement.

B. Textbook Cost

The Township will also pay for the required text for recognized course as set forth above in "A" upon successful completion of the course as set forth in "A3" above, and the textbook will become the property of the Township and part of the Criminal Justice Library of the Hopewell Township Police Department. This provision shall not apply to new and future members of the Superior Officers bargaining unit after August 30, 1982.

C. Education Incentive Adjustment

Upon successful completion of the requirements and award of an Associates Degree or equivalent number of credits in a Bachelors program in Law Enforcement or Criminal Justice, the Township will pay the Superior Officer an annual payment of \$400.00 Said payment shall be added to the employee's base salary for the purpose of computing the overtime rate of pay. This sum shall not be used to compute increases on base salary.

Upon successful completion of the requirements for and award of a Bachelor Degree in law enforcement, the Township will pay any Superior Officer an annual payment of \$800.00 Said payment shall be added to the employee's base salary for the purpose of computing the overtime rat of pay. This sum shall not be used to compute increases on base salary.

## **ARTICLE 17**

### **SCHEDULE**

It is recognized that the determine that the determination of work schedules and assignment of employees to said schedules are the prerogative of the Chief of Police or his representative. Under normal working conditions, an employee will be notified five (5) days before any change in work schedules or in assignments.

The regular work day shall be eight (8) hours and the regular work year shall be 2080 hours.

## **ARTICLE 18**

### **UNIFORM EQUIPMENT AND REPLACEMENT**

All uniform and equipment shall be supplied and replaced for all employees by the Township at no expense to the employee as set forth in General Order 22, dated January 28, 1981 which is hereby incorporated and made a part of this agreement as Appendix A and any amendments thereto. All cleaning and equipment shall be supplied by the Township at no expense to the employee.

Replacement of uniforms or equipment due to normal wear or job-related incidents shall be done on a reimbursement basis by the Township at no expense to the employee. Such equipment or uniforms to be replaced shall be done by turning same in to the chief of Police or his representative. The turning in and replacement of items shall be done as quickly as possible. The base replacement costs shall be \$425.00 per employee in 1995, and \$450.00 in 1996.

## **ARTICLE 19**

### **NON-UNIFORMED OFFICER**

#### **CLOTHING REPLACEMENT PROGRAM**

The Township recognizes that the officer assigned to perform the non-uniformed duties, will be required to wear his personal street-business clothing while performing the non-uniformed duties. The Township agrees to reimburse the assigned non-uniformed officer annually for general wear resulting from his daily wearing of his personal street-business clothing in the performance of Township business. In an effort to provide a fair and equitable reimbursement, the Township agrees that the assigned non-uniformed will be allowed reimbursements up to but not exceeding \$425.00 in 1995, and \$450 in 1996.

It is further agreed that emergency replacement may be authorized by the Chief of Police, for articles of street-business clothing damaged during the performance of duty during an emergency or assigned duty at any time during the year.

## **ARTICLE 20**

### **FALSE ARREST INSURANCE**

Effective as of the date of the execution of this Agreement, the Township shall purchase and maintain insurance coverage on behalf of each employee against any expenses incurred in any proceeding any liabilities asserted against said employees in their capacities as a member of the Police Department of the Township of Hopewell, County of Mercer.

Such insurance coverage shall include protection and indemnification concerning claims or action arising out of and directly related to the lawful exercise of police powers in the furtherance of official duties. The Township shall not insure nor be liable for punitive damages awarded for wanton and willful acts on the part of an employee.

Such insurance shall provide for the legal defense and counsel for an employee with respect to any action or legal proceeding arising out of or incidental to the performance of his duties. The Township agrees to the provisions of N.J.S.A. 40A:14-155 in that the employee may choose his own legal counsel with respect to "disciplinary proceedings" instituted against him by the municipality and criminal proceedings instituted by or on complaint of the "municipality". If such cases are dismissed or finally determined in the favor of the officer, he shall be reimbursed for reasonable legal expenses of his defense.

## **ARTICLE 21**

### **MEETING PLACE**

The Township shall permit the Association to use the Township building for its meetings.

## **ARTICLE 22**

### **MUTUAL RECOGNITION OF EXISTING OBLIGATIONS**

#### **AND CONDITIONS**

Except as the agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this agreement to employees covered by this agreement as established by the Township Ordinances and Rules and Regulations of the Police department of the Township enforced on said date shall continue to be so applicable during the terms of this agreement.

Unless otherwise provided in the agreement, it is recognized to be the prerogative of the Chief of Police, or his representative, to add as the situation demands, additional orders and/or Rules and Regulations including Personnel Orders, which are not to abrogate the terms of this agreement entered into by both parties of this contract.

### **ARTICLE 23**

#### **SAVING CLAUSE**

In the event that any provisions of this agreement shall be finally determined to be in violation of any applicable law or regulation, such determination shall not impair the validity or enforceability of the remaining provisions of this agreement.

### **ARTICLE 24**

#### **SPECIAL DUTY ACTIVITIES**

In those instances where provision is made with and through the Department to secure the services of a regular police officer during off-hours, said police officer shall be assigned in accordance with the Special Duty Police of the Department.

Remuneration for said duty shall be made through the municipality and shall be paid by the second pay date which shall fall after the completion of said duty.

Scheduling for said duty shall be on a rotating seniority basis.

Compensation shall be computed at the rate of \$25.00 per hour, except that special duty work on behalf of the Hopewell Valley Regional School District shall be compensated at the employee's regular hourly rate.

**TOWNSHIP OF HOPEWELL**

**AND**

**HOPEWELL TOWNSHIP POLICE SUPERIOR OFFICERS**

**TENTATIVE APPROVAL**

Tentative approval is hereby given to this agreement as hereto set forth. This tentative agreement is subject to the final approval of the Township Committee and the members of the Association, before this document will be finally executed.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the Township

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FINAL APPROVAL**

This certifies that the designated governing powers have authorized execution of this agreement in final form.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness