

AGREEMENT

Between

TOWNSHIP OF HAMILTON

COUNTY OF ATLANTIC

And

THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION

MAINLAND LOCAL #77

JANUARY 1, 2004 THROUGH DECEMBER 31, 2008

Final Agreement - 4/17/04

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TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>TITLE</u> | <u>PAGE</u> |
|----------------|----------------------------|-------------|
| | AGREEMENT | 4 |
| ARTICLE I | PURPOSE | 5 |
| ARTICLE II | RECOGNITION | 6 |
| ARTICLE III | MANAGEMENT RIGHTS | 7 |
| ARTICLE IV | NON-DISCRIMINATION | 9 |
| ARTICLE V | GRIEVANCE PROCEDURE | 10 |
| ARTICLE VI | STRIKES | 14 |
| ARTICLE VII | STEWARD | 15 |
| ARTICLE VIII | BULLETIN BOARDS | 16 |
| ARTICLE IX | DUES CHECKOFF/AGENCY SHOP | 17 |
| ARTICLE X | POLICE OFFICER'S RIGHTS | 20 |
| ARTICLE XI | LEGAL REPRESENTATION | 21 |
| ARTICLE XII | LEAVE FOR PBA MEETINGS | 22 |
| ARTICLE XIII | PERSONNEL FILES | 23 |
| ARTICLE XIV | HOURS OF WORK AND OVERTIME | 24 |
| ARTICLE XV | DINNER BREAK | 27 |
| ARTICLE XVI | SALARIES | 28 |
| ARTICLE XVII | LONGEVITY | 29 |
| ARTICLE XVIII | ANNIVERSARY DATE | 30 |
| ARTICLE XIX | ACTING OFFICER | 31 |
| ARTICLE XX | VACATIONS | 32 |
| ARTICLE XXI | PERSONAL DAYS | 35 |
| ARTICLE XXII | SICK LEAVE | 36 |
| ARTICLE XXIII | INJURY LEAVE | 41 |
| ARTICLE XXIV | TEMPORARY LIGHT DUTY | 44 |

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>TITLE</u> | <u>PAGE</u> |
|-----------------|--|-------------|
| ARTICLE XXV | DISABILITY INSURANCE | 45 |
| ARTICLE XXVI | FUNERAL LEAVE | 46 |
| ARTICLE XXVII | LIMITATIONS ON LEAVE | 47 |
| ARTICLE XXVIII | CLOTHING ALLOWANCE | 48 |
| ARTICLE XXIX | EQUIPMENT | 52 |
| ARTICLE XXX | FIREARMS | 54 |
| ARTICLE XXXI | HOSPITALIZATION INSURANCE | 56 |
| ARTICLE XXXII | COLLEGE INCENTIVE PROGRAM | 57 |
| ARTICLE XXXIII | SENIORITY | 59 |
| ARTICLE XXXIV | EVALUATIONS | 60 |
| ARTICLE XXXV | EMPLOYEE TRAINING | 61 |
| ARTICLE XXXVI | COMPENSATORY TIME | 63 |
| ARTICLE XXXVII | PROMOTIONS | 65 |
| ARTICLE XXXVIII | EXCHANGE OF TOURS | 66 |
| ARTICLE XXXIX | OUTSIDE EMPLOYMENT | 68 |
| ARTICLE XL | ENLISTMENT AGREEMENT | 69 |
| ARTICLE XLI | CONTRACT EMPLOYMENT | 71 |
| ARTICLE XLII | JURY DUTY LEAVE | 72 |
| ARTICLE XLIII | CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT | 73 |
| ARTICLE XLIV | SAVINGS CLAUSE | 74 |
| ARTICLE XLV | FULLY BARGAINED AGREEMENT | 75 |
| ARTICLE XLVI | DURATION OF AGREEMENT | 76 |

AGREEMENT

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4 THIS AGREEMENT, entered into this _____ day of _____
5 2004, by and between the TOWNSHIP OF HAMILTON, in Atlantic County, a Municipal
6 Corporation of the State herein called the "Township," and the NEW JERSEY STATE
7 POLICEMEN'S BENEVOLENT ASSOCIATION, MAINLAND PBA LOCAL #77,
8 herein called the "Association," represents the complete and final understanding on
9 all bargainable issues between the Township and the Association.
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ARTICLE I

PURPOSE

THIS AGREEMENT is entered into pursuant to the provisions of Chapter 303, Laws of 1968, as amended by Chapter 123, P.L. 1974 (NJ Rev. Stat. 34:13A-5.1 et. seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the Township and its employees; all in order that the public service shall be expedited and effectuated in the best interests of the citizens of the Township of Hamilton.

ARTICLE II
RECOGNITION

A. The Township hereby recognizes the Association as the sole and exclusive collective negotiating agent and representative for all full-time Police Officers and Sergeants employed by the Township of Hamilton Police Department.

B. The title "Police Officer" or "Employee" shall be defined to include the plural as well as the singular and to include males as well as females, uniformed member and non-uniformed members assigned to plain clothes.

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2 ARTICLE III

3 MANAGEMENT RIGHTS

4
5 A. The Township of Hamilton hereby retains and reserves unto itself, without limitation,
6 all powers, rights, authority, duties and responsibilities conferred upon and vested in it, prior
7 to the signing of this Agreement, by the laws and Constitution of the State of New Jersey and
8 the United States, including but without limiting the generality of the foregoing, the following
9 rights, subject to the requirements of N.J.S.A. 34:13A-1 et. seq.

10
11 1. The executive management and administrative control of the Township
12 government and its properties and facilities and activities of its employees by utilizing
13 personnel, methods and means of the most appropriate and efficient manner possible
14 as may from time to time be determined by the Township.

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17 2. To make rules of procedure and conduct, to use improved methods and
18 equipment, to decide the number of employees needed for any particular time and in
19 sole charge of the quality and quantity of work required.

20
21 3. The right of management to make such reasonable rules and regulations as it
22 may from time to time deem best for the purposes of maintaining order, safety and/or
23 the effective operation of the Department after advanced notice thereof to the
24 employees to require compliance by the employees is recognized.

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27 4. To hire all employees, to promote, transfer, assign or retain employees in
28 positions with the Township.

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3 5. To suspend, demote, discharge or take any other appropriate disciplinary
4 action against any employee for good and just cause according to law, and subject to
5 the grievance procedure.
6

7 6. To lay off employees in the event of lack of work or funds or under conditions
8 where continuation of such work would be inefficient and non-productive, so long as
9 such lack of work or funds in bona fide.
10

11 7. The Township reserves the right with regard to all other conditions of
12 employment not reserved to make such changes as it deems desirable and necessary
13 for the efficient and effective operation of the Department.
14

15
16 B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of
17 the Township, the adoption of policies, rules, regulations and practices and the furtherance
18 thereof, and the use of judgement and discretion in connection therewith, shall be limited only
19 by the specific and express terms of this Agreement and then only to the extent such specific
20 and express terms hereof are in conformance with the Constitution and laws of New Jersey
21 and the United States.
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2 ARTICLE IV

3 NON-DISCRIMINATION

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5 A. The Township and the Association agree that there shall be no discrimination against
6 any employee because of race, creed, color, religion, sex, national origin, disability or
7 political affiliation.

8
9 B. The Township and the Association agree that all police officers covered under this
10 agreement have the right without fear of penalty or reprisal to form, join and assist any
11 employee organization or to refrain from any such activity. There shall be no discrimination
12 by the Township or Association against any employee because of the employee's membership
13 or non-membership or activity or non-activity in the Association.
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2 ARTICLE V

3 GRIEVANCE PROCEDURE

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5 A. The purpose of this procedure is to secure, at the lowest possible level, an equitable
6 solution to the problems which may arise affecting the terms and conditions of employment
7 under this Agreement.

8
9 B. Nothing herein shall be construed as limiting the right of any employee having a
10 grievance to discuss the matter informally with any appropriate member of the Department.
11

12
13 C. 1. With regard to employees, the term "grievance" as used herein means an
14 appeal by an individual employee or the Association on behalf of an individual
15 employee or group of employees, from the interpretation, application or violation of
16 policies, agreements, and administrative decisions affecting them.

17
18 2. With respect to employee grievances, no grievance may proceed beyond Step 1
19 herein unless it constitutes a controversy arising over the interpretation, application or
20 alleged violation of the terms and conditions of this Agreement. Disputes concerning
21 terms and conditions of employment controlled by statute or administrative
22 regulations, incorporated by reference in this Agreement either expressly or by
23 operation of law, shall not be processed beyond Step 1 herein.
24

25
26 D. The following constitutes the sole and exclusive method for resolving grievances
27 between the parties covered by this agreement, and shall be followed in its entirety unless any
28 step is waived by mutual consent:

1
2 Step 1: The aggrieved or the Association shall institute action under the provisions
3 hereof within fifteen (15) business days after the event giving rise to the grievance has
4 occurred, and an earnest effort shall be made to settle the differences between the aggrieved
5 employee and the Township, with the assistance of the Steward, in an informal manner
6 through the chain of command. The aggrieved employee and the Steward shall start the
7 grievance as high up in the chain of command as deemed necessary to resolve the grievance
8 within the department. Failure to act within said fifteen (15) business days shall be deemed to
9 constitute an abandonment of the grievance.
10

11 Step 2: If no agreement can be reached orally within five (5) calendar days of the
12 initial discussion, the employee or the Association may present the grievance in writing
13 within fifteen (15) calendar days thereafter to the Chief of Police, or designee. The written
14 grievance at this step shall contain the relevant facts and a summary of the preceding oral
15 discussion, the applicable section of the contract violated and the remedy requested by the
16 grievant. The Chief of Police or his designee will acknowledge receipt of the grievance, by
17 signing and dating the grievance, and answer the grievance in writing within ten (10) calendar
18 days of the receipt of the written grievance.
19

20
21 Step 3: If the Association wishes to appeal the decision of the Chief of Police, such
22 appeal shall be presented in writing to the Township Administrator within ten (10) calendar
23 days thereafter. The submission at this step shall contain all the documentation submitted at
24 previous steps, including the Township's responses to the grievance at each step. The
25 Township Administrator shall acknowledge receipt of the grievance by signing and dating the
26 grievance, and respond to the grievance, in writing, within fifteen (15) calendar days of its
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1 submission. (In the event the Township Administrator cannot respond to a grievance, due to
2 leave or the position being vacant, Step 3 will be bypassed.)
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5 Step 4: If the Association wishes to appeal the decision of the Township
6 Administrator, such appeal shall be presented in writing to the governing body, or its
7 designee, within ten (10) calendar days. The submission at this step shall contain all the
8 documentation submitted at previous steps, including the Township's responses to the
9 grievance at each step. The governing body, or its designee, shall acknowledge receipt of the
10 grievance by signing and dating the grievance, and respond in writing to the grievance within
11 thirty (30) calendar days of its submission.
12

13
14 Step 5: If the grievance is not settled through Steps 1, 2, 3 or 4, either party shall have
15 the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the
16 Public Employment Relations Commission within thirty (30) calendar days of the receipt of
17 the response from the governing body or its designee. The costs for the services of the
18 arbitrator shall be borne equally by the Township and the Association. Any other expenses,
19 including, but not limited to the presentation of witnesses, shall be paid by the parties
20 incurring the same.
21

22
23 E. The arbitrator shall be bound by the provisions of this Agreement and the Constitution
24 and Laws of the State of New Jersey, and be restricted to the application of the facts presented
25 to them in the grievance. The arbitrator shall not have the authority to add to, modify, detract
26 from or alter in any way the provisions of this Agreement or any amendment or supplement
27 thereto. The decision of the arbitrator shall be final and binding.
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2 F. Upon prior notice to and authorization of the Chief of Police, the designated
3 Association representatives shall be permitted as members of the grievance committee to
4 confer with the employees and the Township on specific grievances in accordance with the
5 grievance procedure set forth herein during work hours of employees, without loss of pay,
6 provided the conduct of said business shall not diminish the effectiveness of the Township of
7 Hamilton Police Department or require the recall of off-duty employees.
8

9 G. The time limits expressed herein shall be strictly adhered to. If any grievance has not
10 been initiated within the time limits specified, then the grievance shall be deemed to have
11 been abandoned. If any grievance is not processed to the next succeeding step in the grievance
12 procedure within the time limits prescribed thereunder, then the disposition of the grievance at
13 the last preceding step shall be deemed to be conclusive. If a decision is not rendered within
14 the time limits prescribed for decision at any step in the grievance procedure, then the
15 grievance shall be deemed to be denied. Nothing herein shall prevent the parties from
16 mutually agreeing to extend or contract the time limits provided for processing the grievance
17 at any step in the grievance procedure.
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20 H. The Township and the Association agree that all disciplinary matters are grievable and
21 arbitrable.
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2 ARTICLE VI

3 STRIKES

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5 A. Both parties recognize the desirability of the continuous and uninterrupted operations
6 of the Police Department and the avoidance of dispute which threatens to interfere with such
7 operation. Since the parties are establishing a comprehensive grievance procedure under
8 which unresolved disputes may be settled, the parties have removed the basic cause of work
9 interruptions during the period of this Agreement. The Association accordingly agrees, during
10 the period of this Agreement, that it will not, nor will any person acting in its behalf cause,
11 authorize, or support, nor will any of its members take part in, any strike, (i.e., concerted
12 failure to report for duty, or willful absence from their position, stoppage of work or
13 abstinence in whole or in part, from full, faithful and proper performance of the employee's
14 duties of employment) for any purpose whatsoever.
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17 B. The above is interpreted that: The Association may be held liable for damages in
18 "wildcat" strikes, unless the Association immediately disavows the strike in writing and
19 notifies the strikers to return to work.
20

21
22 C. In the case of a strike, the Township may apply for an injunction against the
23 Association.
24

25 D. The Association agrees that any such strike is a breach of contract and that removes all
26 impediment from and permits the Township to dismiss or otherwise discipline employees
27 taking part in the breach of contract.
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2 ARTICLE VII

3 STEWARD

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5 A. The Association shall appoint a Steward to act on behalf of the Association.

6
7 B. The Steward, with prior notification to and approval of the Chief of Police, may be
8 permitted time off from their regular working hours, without loss of pay, to attend negotiating
9 sessions (with no time limitations), and one (1) regularly scheduled meeting of the
10 Association per month, not to exceed four (4) hours per meeting.

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13 C. The Steward shall act on any grievance submitted by any employee.

14
15 D. The Chief of Police, in his sole discretion, may grant the Steward additional time of f
16 without loss of pay to attend special or emergency meetings of the Association.

17
18 E. An employee attending any meeting covered by this Article on their off-duty time
19 shall do so voluntarily. The employee and the Association understand and agree that any such
20 off-duty time spent shall not be compensated by the Township and shall not be considered
21 "compensable hours" pursuant to the Fair Labor Standards Act.
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2 ARTICLE VIII

3 BULLETIN BOARDS

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5 A. The Association shall have use of the bulletin board located in the Police Department
6 Headquarters for the posting of notices relating to meetings and official business of the
7 Association only.

8
9 B. Only material authorized by the signature of the Association President, Steward, or
10 alternate shall be permitted to be posted on said bulletin board.

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12 C. The Township may have removed from the bulletin board any material, which does
13 not conform to the intent of the provisions of this Article.
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2 ARTICLE IX

3 DUES CHECKOFF/AGENCY SHOP

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5 A. The Township agrees to deduct from the salaries of its employees, subject to this
6 Agreement, dues for the Association. Such deduction shall be made in compliance with
7 Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14 -15.9e, as amended.
8

9
10 B. A checkoff shall commence for each employee who signs a properly dated
11 authorization card, supplied by the Association and verified by the Chief Financial Officer,
12 during the month following the filing of such card with the Township.

13
14 C. If during the life of this Agreement there shall be any change in the rate of
15 membership dues, the association shall furnish the Township written notice thirty (30) days
16 prior to the effective date of such change and shall furnish to the Township either new
17 authorizations from its members showing the authorized deductions for each employee, or an
18 official notification on the letterhead of the Association advising of such changed deduction.
19

20
21 D. The Association will provide the necessary "checkoff authorization" form, and the
22 Association will secure the signatures of its members on the forms and deliver the signed
23 forms to the Township Clerk.

24
25 E. Any such written authorization may be withdrawn at any time by the filing of such
26 withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to
27 halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
28

1
2 F. The Township agrees to deduct the fair share fee from the earnings of those
3 employees who elect not to become members of the Association and transmit the fee to the
4 majority representative.

5
6 G. The deduction shall commence for each employee who elects not to become a member
7 of the Association during the month following written notice from the Association of the
8 amount of the fair share assessment. A copy of the written notice of the amount of the fair
9 share assessment must also be furnished to the New Jersey Public Employment Relations
10 Commission.

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13 H. The fair share fee for services rendered by the Association shall be in an amount equal
14 to the regular membership dues, initiation fees and assessment, of the Association, less the
15 cost of benefits financed through the dues available only to members of the Association, but
16 in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues,
17 fees and assessments.

18
19 I. The sum representing the fair share fee shall not reflect the costs of financial support
20 of the political causes or candidates, except to the extent that it is necessary for the
21 Association to engage in lobbying activity designed to foster its policy goals in collective
22 negotiations and contract administration, and to secure for the employees it represents
23 advances in wages, hours and other conditions of employment which ordinarily cannot be
24 secured through collective negotiations with the Township.

25
26
27 J. Prior to January 1st and July 31st of each year, the Association, if there is a change in
28 the cost of membership, shall provide advanced written notice to the Township and any non-

1 member of such increase. Upon written request, any information necessary to compute or
2 validate the fair share fee for services enumerated above will be forwarded to the Township or
3 employee requesting same.
4

5
6 K. The Association shall establish and maintain a procedure whereby any employee can
7 challenge the assessment as computed by the Association. This appeal procedure shall in no
8 way involve the Township or require the Township to take any action than to hold the fee in
9 escrow pending resolution of the appeal.
10

11 L. The Association shall indemnify, defend and save the Township harmless against any
12 and all claims, demands, suits or other forms of liability that shall arise out of or by reason of
13 action taken by the Township in reliance upon salary deduction authorization cards or the fair
14 share assessment information as furnished by the Association to the Township, or in reliance
15 upon the official notification on the letterhead of the Association and signed by the President
16 of the Association, advising of such changed deduction.
17

18
19 M. Membership in the Association is separate, apart and distinct from the assumption by
20 one of the equal obligations to the extent that the employee has received equal benefits. The
21 Association is required under this Agreement to represent all of the employees in the
22 bargaining unit fairly and equally, without regard to Association membership. The terms of
23 this Agreement have been made for all employees in the bargaining unit, and not only for
24 members in the Association, and this Agreement has been executed by the Township after it
25 had satisfied itself that the Association is a proper majority representative.
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ARTICLE X

POLICE OFFICER'S RIGHTS

A. Elected representatives of the Association shall be permitted time off from their regularly scheduled working hours to attend negotiating sessions between the Township and the Association and grievance sessions between the Township and the Association.

B. An employee shall be made aware of any complaints or charges concerning them, which may result in disciplinary action. An employee must receive a copy of any disciplinary charges against them within the time required by N.J.S.A. 40A:14-145. An employee shall not be compelled to make any verbal or written statement until they have consulted an attorney and/or the Association.

C. An employee shall not be suspended or suffer any loss in benefits until after the employee has had a departmental hearing and has been found guilty, except in cases of severe nature when the Chief of Police deems the suspension of a member an immediate necessity for the safety of the public.

D. The steward, on behalf of the employee with the written approval of the employee, may review any reports pertaining to the actions taken against said employee. The employee suspended shall be given a hearing, and, if found guilty, shall have the right to appeal their suspension through the grievance procedure.

ARTICLE XI
LEGAL REPRESENTATION

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5 A. The Township will provide, at its expense, an attorney from the approved list of
6 attorneys to be used pursuant to N.J.S.A. 40A:14-155.

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8 B. Said list shall be approved by the governing body and maintained by the Chief of
9 Police and the Township Administrator.

10
11 C. In the event an attorney whose name does not appear on the approved list is requested
12 by an employee, they shall be entitled to utilize said attorney so long as the Township
13 Committee or its designee verifies that the attorney's fee is the same or substantially similar to
14 the fees of the attorneys on the approved list.
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2 ARTICLE XII

3 LEAVE FOR PBA MEETINGS

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5 A. All members of the Association Executive Board shall be granted leave from duty,
6 without loss of pay, not to exceed four (4) hours per meeting, not to exceed twelve (12)
7 meetings per year, to attend regularly scheduled meetings of the State and Local Association
8 and Executive Board meetings when such employee gives at least forty-eight (48) hours
9 notice to the Chief of Police.

10
11 B. An employee attending any meeting covered by this Article on their off-duty time
12 shall do so voluntarily. The employee and the Association understand and agree that any such
13 off-duty time spent shall not be compensated by the Township and shall not be considered
14 "compensable hours" pursuant to the Fair Labor Standards Act.
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2 ARTICLE XIII

3 PERSONNEL FILES

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5 A. A personnel file shall be established and maintained for each employee covered by
6 this Agreement. Such files are confidential records and shall be maintained by the Township,
7 and may be used for evaluation purposes by the Chief of Police, Township Administrator
8 and/or governing body only.

9
10 B. Upon advance notice and at reasonable times, any member of the Police Department
11 may at any time review their personnel file. However, this appointment for review must be
12 made through the Chief of Police or their designee.

13
14 C. Whenever a written complaint concerning an employee or their actions is to be placed
15 in their personnel file, a copy shall be made available to them and they shall be given the
16 opportunity to rebut it if they so desire, and they shall be permitted to place said rebuttal in
17 their file.
18

19
20 D. All personnel files will be carefully maintained and safeguarded permanently and
21 nothing placed in any files shall be removed therefrom. Removal of any material from a
22 personnel file by any employee shall subject that employee to appropriate disciplinary action.
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ARTICLE XIV

HOURS OF WORK AND OVERTIME

A. The scheduled workweek for all employees covered by this Agreement shall be a forty (40) hour workweek, averaged by the work week schedule to be as close as possible on an annualized basis.

B. The Township and the Association agree that if the work schedule for the Department is revised, any decrease in the scheduled work hours as enumerated in Section A above shall be "returned" to the Township in the form of in-service training. The Township and the Association further agree that any revision in the work schedule, whether it requires a greater or lesser number of scheduled workdays and/or a greater or lesser number of hours per tour of duty, shall not affect the contractually agreed upon number of days off (i.e., vacation days, sick leave days, etc.). A day pursuant to this Agreement shall be considered a day off regardless of the number of hours required per shift.

C. Overtime shall consist of all hours worked in excess of the employee's regularly scheduled workday or regularly scheduled workweek.

D. Overtime shall be defined to include all hours spent on emergencies, all court appearances required on behalf of the Township, and any other extra duty activities where the employee's attendance is required by the Township.

1
2 E. If an employee is recalled to active duty, including court, they shall receive a
3 minimum of two (2) hours of overtime pay, so long as said recall is not contiguous with the
4 employee's regular work shift. The employee may be utilized for other duties as required in
5 the best interest of the Township.

6
7 F. Overtime shall be compensated as follows:

8 Paid at rates based on the following formulas:

9 Employees receiving longevity pay:

10 Base Salary + longevity/2080 hours x 1.5

11 Employees not entitled to longevity pay:

12 Base Salary/2080 hours x 1.5
13

14
15 G. The Township and the Association agree that the subject of work schedules is a
16 mandatory subject of negotiations except in cases of emergency or where special
17 qualifications of officers are required. Therefore, the Township and the Association agree that
18 except for emergencies or where special qualifications of officers are required, there shall be
19 no change in the 4-2 work schedule in existence on December 31, 1989 without prior
20 negotiations between the parties.
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23 H. No employee shall have their regular workweek schedule or regular day off schedule
24 altered for the purpose of avoiding payment of overtime.
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2 I. Officers assigned as Detectives and to special units as designated by the Chief of
3 Police shall receive four (4) hours compensatory time for each week they are placed in an "on
4 call" status so long as the employee is not called in during that week. If the employee is called
5 in, they shall be entitled to the two (2) hours compensatory time and receive the minimum of
6 two (2) hours call back time at the overtime rate pursuant to Article XIV, Section E.
7

8 J. On call status is defined as a period of time during which the officer must physically
9 remain near the Township of Hamilton, must be available for work, and is required to report
10 to work if called. This section does not apply to the periods of time the employee is on call
11 while on-duty, as described in Article XV, nor does it apply to assignments in which response
12 is optional.
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ARTICLE XV
DINNER BREAK

A. Employees will be permitted one (1) thirty (30) minute dinner break during each tour of duty.

B. It is further agreed that employees may take one (1) ten (10) minute break during each four (4) hours of duty.

C. The Association recognizes that all employees are on call for duty during their break time.

1
2 ARTICLE XVI

3 SALARIES

4
5 A. The following annual base salaries shall be paid to all bargaining unit employees
6 commencing on the date of mutual contract acceptance and retroactive to January 1, 2004:
7

8

| | (4%) 2004 | (4%) 2005 | (4%) 2006 | (4%) 2007 | (4%) 2008 |
|-----------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <u>Classification</u> | <u>Base Salary</u> | <u>Base Salary</u> | <u>Base Salary</u> | <u>Base Salary</u> | <u>Base Salary</u> |
| 10 Police Officer 1 | \$42,204 | \$43,892 | \$45,648 | \$47,474 | \$49,373 |
| 11 Police Officer 2 | 47,390 | 49,286 | 51,258 | 53,308 | 55,440 |
| 12 Police Officer 3 | 52,576 | 54,679 | 56,866 | 59,141 | 61,507 |
| 13 Police Officer 4 | 57,762 | 60,072 | 62,475 | 64,974 | 67,573 |
| 14 Police Officer 5 | 63,480 | 66,019 | 68,659 | 71,406 | 74,262 |
| 15 | | | | | |
| 16 Sergeant | \$70,591 | \$73,415 | \$76,351 | \$79,405 | \$82,581 |

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18 B. There shall be a "pre-academy" step. Any recruit hired on or after this date will be
19 placed at the "pre-academy" step and will receive seventy-five percent (75%) of a "Police
20 Officer 1" salary until said recruit graduates from the police academy, at which time they
21 shall move to the "Police Officer 1" salary step.
22

23
24 C. The Township agrees to establish direct deposit of pay to an employee's bank upon
25 the request of the employee.
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3 ARTICLE XVII

4 LONGEVITY

5
6 A. Each employee shall be paid, in addition to, and together with their annual base salary,
7 additional compensation based upon the length of their service and determined according to
8 the following schedule:

9

| <u>Years of Service</u> | <u>Longevity Pay</u> |
|------------------------------|----------------------|
| Beginning Fifth Year | 2% of Base Salary |
| Beginning Tenth Year | 4% of Base Salary |
| Beginning Fifteenth Year | 6% of Base Salary |
| Beginning Twentieth Year | 8% of Base Salary |
| Beginning Twenty-fourth Year | 10% of Base Salary |

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17 B. Longevity pay shall be applied on the basis of the employee's anniversary date of
18 employment with such employee's annual base salary being adjusted to include the longevity
19 pay and shall commence at the adjusted rate.

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22 C. All longevity pay shall be added to and included in an employee's annual salary for
23 overtime calculations and pension purposes.
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ARTICLE XVIII

ANNIVERSARY DATE

A. For the purpose of this Agreement, all annual adjustments applicable to this Agreement shall be measured from the anniversary date of the employee's date of employment rather than on a calendar year basis.

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2 ARTICLE XIX

3 ACTING OFFICER

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5 A. The Senior Police Officer on duty during a shift in which no Patrol Sergeant is on duty
6 for the entire shift shall be designated as Shift Supervisor. This individual will assume all
7 duties and responsibilities normally assigned by Standard Operating Procedures (SOP), or a
8 special directive to the Sergeant in charge of that shift.

9
10 B. A record of all such Shift Supervisor assignments shall be maintained by the Chief of
11 Police or his designee representative in order to document appropriate compensation.

12
13 C. Police Officers assigned as Shift Supervisors shall be paid in addition to their normal
14 salary rate, a sum equal to one-half (1/2) of the difference between the hourly rate of a Police
15 Officer 5 and a Sergeant. This sum being consistent for all Police Officers assuming said
16 duties.

17
18
19 D. This compensation will be paid as accrued.

20
21 E. Any employee, designated by the Chief of Police, who shall act for a senior officer, in
22 the absence of such senior officer, and who shall have performed the duties thereof for a
23 continuous period of thirty days, shall thereafter be entitled to compensation appropriate to
24 such office for the time so held.
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2 ARTICLE XX

3 VACATIONS

4
5 A. All employees shall be entitled to the following paid vacation according to the
6 following vacation schedule:

7

| <u>Years of Service</u> | <u>Vacation Days</u> |
|---|----------------------|
| 8 Beginning the 2nd month 9 through the 1st year | 1 day per month |
| 10 Beginning the 2nd through 11 the 3rd year | 10 days per year |
| 12 Beginning the 4th through 13 the 9th year | 15 days per year |
| 14 Beginning the 10th through 15 the 14th year | 20 days per year |
| 16 Beginning the 15th through 17 the 19th year | 22 days per year |
| 18 Beginning the 20th year | 25 days per year |

19 B. It is the intent of this Article to assure personnel covered by this Agreement that they
20 shall receive the maximum amount of actual vacation days to which they are entitled. Days on
21 which they are normally scheduled to work shall be the days they are given off. Days on
22 which they are normally scheduled off that fall during the vacation period shall not be
23 computed as part of the vacation. Members will not be recalled to duty while on vacation
24 except in extreme emergencies declared by the Chief of Police.
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2 C. Accrued vacation leave shall be compensated for when the employee becomes
3 separated, either voluntarily or involuntarily, from the Township's service unless the
4 employee terminates service without giving ten (10) days notice to the Chief of Police. For
5 the purpose of this Section, vacation leave will be accrued on a pro-rated monthly basis.

6
7 D. Vacations may be accumulated to a maximum of one (1) year's entitlement, and the
8 total accumulated vacation leave that may be carried from one year to the next shall not
9 exceed one (1) year's entitlement.

10
11
12 E. In the month of January, it will be the responsibility of the Chief of Police, to post a
13 notice listing the unused vacation accumulated from previous years, along with the vacation
14 days due from the current year.

15
16 F. Employees may apply to the Chief of Police to receive a special advance pay when
17 going on a vacation of ten (10) days or more with twenty-one (21) days prior notification.

18
19 G. Employees will be able to take their vacations any time during the year. Vacations
20 according to each shift, or division, shall be picked on a seniority basis when the request is
21 submitted between January 1 and March 1. Vacation requests made after March 1 shall be
22 granted based upon the order in which they are received, regardless of seniority, and shall not
23 be subject to bumping unless agreed to by the employee being bumped. Employees must give
24 thirty (30) days notice prior to the start of their requested vacation to the Chief of Police. Final
25 approval of all vacations and vacation schedules shall be at the sole discretion of the Chief of
26 Police. The Chief of Police shall have the flexibility to grant vacations with less than thirty
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28

1 (30) days notice so long as manpower permits and no overtime situation is created. Seventy-
2 two (72) hours notice shall be required for a vacation request of one (1) day.
3

4
5 H. It is agreed that only one (1) employee on each shift will be permitted on vacation at
6 the same time unless otherwise authorized in the Police Chief's sole discretion.
7

8 I. Vacation days shall be accrued on a pro-rated monthly basis. Any month in which an
9 employee is absent for more than fifty (50) percent of their scheduled work days in any given
10 month due to disciplinary suspension, or leave of absence with or without pay, said employee
11 shall not accrue any vacation for that month. The term "leave of absence with or without
12 pay" shall not include contractual time off (i.e., vacation leave, sick leave, etc.).
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2 ARTICLE XXI

3 PERSONAL DAYS

4
5 A. All employees shall enjoy two (2) personal days per year for personal, business,
6 household or family matters described in this Section.

7
8 B. Business means an activity that requires the employee's presence during the work day
9 and is of such a nature that it cannot be attended to at a time outside of the work day.

10
11 C. Personal, household or family refers to matters when the employee's absence from
12 duty is necessary for the welfare of the employee or their family.

13
14
15 D. Application in duplicate for a personal day containing the reasons for the leave must
16 be submitted at least three (3) days in advance. Personal days may be granted without three
17 (3) days advance notice by the Chief of Police or designee for an unforeseen occurrence
18 which necessitates the presence of the employee and for which the employee had no prior
19 knowledge and is unable to resolve the situation outside of the workday. Personal leave will
20 not be granted if it interferes with the manpower needs of the Department.

21
22
23 E. Employees shall receive reimbursement for a maximum of one unused personal day in
24 the first pay in December.

25
26 F. Employees shall be entitled to their birthday as an additional personal day. Employees
27 shall receive reimbursement in the first pay in December if this personal day is unused. This
28 reimbursement shall be in addition to the allowable reimbursement in Section E.

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2 ARTICLE XXII

3 SICK LEAVE

4
5 A. Sick leave is hereby defined to mean absence from post or duty by an employee by
6 reason of personal illness, accident or exposure to contagious disease.

7
8 B. 1. An employee may utilize up to a maximum of five (5) sick days per year for
9 attendance upon a member of the employee's immediate family, seriously ill and
10 requiring care or attendance of such employee or to care for a family member who is
11 ill or other person for whom responsibility is required due to incapacity of a family
12 member.

13
14
15 2. The term "immediate family" is hereby defined to include the following:
16 spouse, child, grandparent, parent, brother, sister, or spouse's parent, or any relative
17 living in the employee's household.

18
19 C. An employee who is absent for reasons that entitle them to sick leave shall notify their
20 supervisor promptly, but not later than two (2) hours before the employee's usual reporting
21 time.

22
23
24 D. Sick leave shall accrue for regular full-time employees at the rate of one and one-
25 quarter (1¼) working days per month in every calendar year of employment, and shall
26 accumulate from year to year.

1
2 E. 1. A certificate of a Treating health care provider who is eligible under the
3 Township's insurance carrier in attendance who is eligible
4 under the Township's Insurance Carrier, shall be required as proof of need of the
5 employee's leave after two (2) consecutive days sick leave or after five (5) days
6 unexcused sick leave in any one (1) year, unless such illness is of a chronic or
7 recurring nature requiring absences of one (1) day or less, in which case only one (1)
8 certificate shall be necessary for a period of six (6) months, provided, however, the
9 certificate must specify that the chronic or recurring nature of the illness is likely to
10 cause a subsequent absence from employment.

11
12
13 2. It is understood that any absence that is verified by a Treating health care
14 provider's certificate who is eligible under the Township's Insurance Carrier, is
15 considered an excused absence and is not counted as an unexcused absence for
16 purpose of requiring additional written verification after five (5) days sick leave in any
17 one (1) year.

18
19 3. Employees utilizing sick leave for attendance upon a member of the
20 employee's immediate family may be required to provide verification from a Treating
21 health care provider who is eligible under the Township's insurance carrier who is
22 eligible under the Township's Insurance Carrier, of both the nature of the illness and
23 the reason why the employee's care or attendance is required for the family member.
24

25
26 F. An employee's supervisor may, at any time, require additional proof of illness of an
27 employee on sick leave, whenever such a requirement appears reasonable to the supervisor
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2 and approved by the Chief of Police. If an employee's supervisor requires proof of illness
3 pursuant to this Section, the employee shall be examined by the Township's physician/health
4
5 care provider or any other physician/health care provider who is eligible under the
6 Township's insurance carrier designated by the Township at the Township's expense. If the
7 employee chooses to be examined by any other Treating physician/health care provider who is
8 eligible under the Township's insurance carrier, the examination shall be at the employee's
9 expense.

10
11
12 G. In cases of leaves of absence ordered by the Township physician/health care provider
13 who is eligible under the Township's insurance carrier and/or County Board of Health due to
14 exposure to contagious disease, a certificate from the Township physician/health care
15 provider who is eligible under the Township's insurance carrier and/or the County Board of
16 Health shall be required before the employee may return to work, and time lost will not apply
17 to sick leave time or any loss of pay.

18
19
20 H. In the month of January it will be the responsibility of the Chief of Police to post a
21 statement listing the amount of sick days unused during the year and the total accumulated
22 days unused during an employee's total years of service for each employee.

23
24 I. When an employee reports for work and is forced, because of illness, to leave work
25 after working at least two (2) hours, the maximum deduction from the employee's sick leave
26 will be one-half (1/2) day.

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2 J. If an employee is absent from work for more than fifty (50%) percent of their
3 scheduled work days in any given month due to disciplinary suspension or leave of absence
4 with or without pay, said employee shall not accrue sick time for that month. The term "leave
5 of absence" shall not apply to any other contractual time off (i.e., sick leave, injury leave,
6 vacation leave, etc.).
7

8
9 K. 1. An employee, or their beneficiary, shall be reimbursed for accrued and unused
10 sick leave at the rate of one (1) day's pay for every two (2) days accrued, computed
11 upon the employee's base rate of pay at the time of retirement, up to a maximum of
12 fifteen thousand (\$15,000.00) dollars.
13

14
15 2. In order for the employee to be eligible for the benefits enumerated above, the
16 employee must have completed fifteen (15) years of employment with the Township
17 and be eligible for full retirement under the New Jersey Police and Firemen's
18 Retirement System. An employee retiring under the New Jersey Police and Firemen's
19 Retirement System due to disability incurred in the line of duty or death in the line of
20 duty shall be eligible for the benefits enumerated above without any minimum years of
21 service with the Township. Payment shall be made within one (1) year from the date
22 of notice.
23

24
25 3. An employee terminating their employment, or whose employment is
26 terminated for any reason other than as expressed in. Section K2 above shall not be
27 reimbursed for any unused accrued sick leave.
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2 L. The Chief of Police may require an employee to provide a health care provider's note
3 who is eligible under the Township's insurance carrier, indicating the employee is fit to return
4 to duty.

5
6 M. If an employee utilizes no more than five (5) sick days in any calendar year, he shall
7 be eligible to sell back up to five (5) sick days at the end of the calendar year as long as the
8 employee will retain thirty (30) or more sick days after the sell back. Such payment shall be
9 made no later than the second pay check in January immediately following the year in which
10 the sick days were sold back.
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2 ARTICLE XXIII

3 INJURY LEAVE

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5 A. 1. In the event an employee becomes disabled by reason of service-connected
6 injury or illness and is unable to perform their duties, then, in addition to any sick
7 leave benefits otherwise provided for herein, they may be entitled to full pay for a
8 period of up to one (1) year.

9
10 2. If an employee returns to work from injury leave for less than one (1) year they
11 may return to injury leave for the same injury for an additional period of time which,
12 when added to the initial period of injury leave, totals no more than one (1) year.

13
14 3. When an employee returns from injury leave, they shall be entitled to a new
15 period of injury leave for a period of up to one (1) year if the employee submits a new
16 injury claim due to an independent event causing reinjury or new injury.

17
18
19 B. 1. When an employee requests injury leave, they shall be placed on "conditional
20 injury leave" until a determination of whether or not an injury or illness is work
21 related and the employee is entitled to injury leave is initially made by the Township's
22 Workmen's Compensation carrier, with the final determination, if necessary, to be
23 made by the Workmen's Compensation Bureau or Court. When and if it is finally
24 determined that the injury or illness is not work related and that the employee is not
25 entitled to job injury compensation, the employee shall be denied injury leave and
26 shall have all time off charged against their accumulated sick time and, if necessary,
27 against any other accumulated leave time. If the employee does not have enough
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2 accumulated time off, they shall be advanced sick time to cover the absence. If the
3 employee leaves the employ of the Township prior to reimbursing the Township for
4 such advanced time, the employee shall be required to reimburse the Township for
5 such advanced time.

6
7 2. When an employee is granted either "conditional injury leave" or "injury
8 leave," the Township's sole obligation shall be to pay the employee the difference
9 between their regular pay and any compensation, disability or other payment received
10 from other sources provided by the Township. At the Township's option, the
11 employee shall either surrender and deliver any compensation, disability or other
12 payments to the Township and receive their entire salary payment, or the Township
13 shall pay the difference.
14

15
16 C. 1. Any employee who is injured, whether slight or severe while working, must
17 make an immediate report as soon as possible to the Chief of Police or immediate
18 supervisor.
19

20 2. Any employee, while engaged in their official duties, who becomes injured,
21 comes in contact with any substance, animal or insect known to be harmful,
22 contagious or contaminating or comes into physical contact with any person who is
23 known to carry a contagious or infectious disease or where the employee comes into
24 contact with body fluids of any person or animal, shall immediately report the incident
25 to their immediate supervisor.
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2 D. It is understood that the employee must file an injury report, when physically able,
3 with the Chief of Police or Officer-in-Charge so that the Township may file the appropriate
4 Workers' Compensation Claim. Failure to report said injury may result in the failure of the
5 employee to receive compensation under this Article.
6

7 E. The employee shall be required to present evidence by a certificate of a physician
8 designated by the insurance carrier that they are unable to work, and the Township may
9 reasonably require the employee to present such certificate from time to time.
10

11 F. If the Township does not accept the certificate of the physician designated by the
12 insurance carrier, the Township shall have the right, at its own cost, to require the employee to
13 obtain a physical examination and certification of fitness by a physician appointed by the
14 Township.
15

16
17 G. In the event the Township appointed physician certifies the employee fit to return to
18 duty, injury leave benefits granted under this Article shall be terminated, unless the employee
19 disputes the determination of the Township appointed physician. Then the Township and the
20 employee shall mutually agree upon a third physician, who shall then examine the employee.
21 The cost of the third physician shall be borne equally by the Township and the employee. The
22 determination of the third physician as to the employee's fitness to return to duty shall be final
23 and binding upon the parties. In the event the third physician also certifies the employee fit to
24 return to duty, injury leave benefits granted under this Article shall be terminated.
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2 ARTICLE XXIV

3 TEMPORARY LIGHT DUTY

4
5 A. This provision is to provide for the temporary assignment of employees within the
6 police department, when, due to injury or illness, said employee cannot perform their normal
7 duties.

8
9 B. Upon the request of the employee through the Chief of Police, or at the discretion of
10 the Chief of Police, the Township physician shall examine said employee and render a written
11 opinion as to the officer's ability to perform limited light duty activities. This opinion shall
12 consider the likelihood of exaggeration of the existing condition during performance of said
13 duties, as well as the officer's ability to perform.

14
15 C. The Township physician's opinion shall be final in all matters related to the duties to
16 be performed while assigned to light duty.

17
18 D. No officer carried under light duty will be permitted to engage in any outside
19 employment during the period of light duty assignment.

20
21 E. In the event a female employee becomes pregnant, she shall be permitted to perform
22 light duty upon written documentation from her physician and with the approval of the Chief
23 of Police. Said light duty shall be performed until her physician requires that she stop work.
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ARTICLE XXV

DISABILITY INSURANCE

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5 A. The Township agrees to enter into a program to provide Temporary Disability
6 Insurance under the Disability Insurance Service of the New Jersey Department of Labor.
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8 B. This program shall provide, in accordance with state guidelines, a maximum of
9 twenty-six (26) weeks of coverage. All costs of this program shall be allocated in accordance
10 with state guidelines for program administration.
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2 ARTICLE XXVI

3 FUNERAL LEAVE

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5 A. In the event of the death of the employee's mother, father, spouse or child, the
6 employee shall be allowed to utilize five (5) days as funeral leave, which must be taken within
7 fifteen (15) days of the death and need not be consecutive in nature.
8

9
10 B. In the event of the death in the remainder of the employee's immediate family, the
11 employee shall be allowed to utilize three (3) days as funeral leave, which must be taken
12 within fifteen (15) days of the death and need not be consecutive in nature.
13

14 C. The term "immediate family" shall be defined as the employee's parents-in-law, step-
15 child, brother, sister, daughter-in-law, son-in-law, grandparents, grandparents-in-law.
16

17 D. The Chief of Police and/or the Township Administrator or designee may, in its sole
18 discretion, grant the employee one (1) sick leave day for the death of any other member of the
19 employee's family. The granting of the additional sick day shall not be discriminatorily
20 applied.
21

22
23 E. The Chief of Police and/or the Township Administrator or designee shall have the
24 ability to grant funeral leave outside of the contractual time frame specified in Sections A and
25 B above, and to grant other contractual accumulated time off for funeral leave. Such granting
26 of time off shall not be unreasonably denied.
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2 ARTICLE XXVII

3 LIMITATIONS ON LEAVE

4
5 A. No leave of absence or combinations of leaves of absence for any cause whatsoever,
6 except Military Leave or Injury Leave for an injury which occurred while in the performance
7 of the employee's duties as a police officer, shall exceed one (1) year.

8
9 B. In the case of continuous absence for more than one (1) year, such employee so absent
10 shall automatically be separated from the Department on the first anniversary date from the
11 date such absence began.

12
13 C. The employee must be notified by certified mail at least twenty (20) days prior to
14 termination, and is entitled to all separation compensation due them.
15

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17 D. Township Committee approval of such leave of absence would be based on the
18 recommendation of the Chief of Police and Township Administrator.
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2 ARTICLE XXVIII

3 CLOTHING ALLOWANCE

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5 A. 1. Every employee, uniformed and non-uniformed (Detectives), shall be entitled
6 to an annual cleaning and maintenance allowance in the amount of 1,100.00, which
7 shall include replacements other than that which is specifically the responsibility of
8 the Township as specified in Section D and F below.

9
10 2. All officers assigned as Detectives shall be entitled to an additional clothing
11 maintenance allowance of \$200.00.

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13
14 B. Said allowance to be paid in a lump sum in the first pay of December of each year.

15
16 C. 1. All uniforms or clothing damaged in the line of duty will be replaced or
17 repaired by the Township.

18
19 2. Duty related personal items such as watches or eyeglasses/contact lenses, or
20 other items for which the employee has obtained prior written approval for use, which
21 shall be damaged in the line of duty shall be repaired or replaced at the Township's
22 expense with the following limitations: watches-\$100.00, eyeglasses/contact lenses-
23 \$150.00. Other items will be considered on a value basis. Jewelry will not be
24 considered duty-related items. Personal equipment carried or used for which no
25 written permission has been received will not be repaired or replaced. The fact that an
26 employee has or uses this equipment shall not constitute approval.
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D. 1. The Township agrees to provide each employee with an initial issue of uniforms complete with required uniform patches and insignia, leather and web gear, body armor, and necessary equipment listed in Section E. The uniform issue includes a summer uniform, including short-sleeved shirts, without a tie, which will be worn during the summer months or at any other time deemed appropriate at the discretion of the Chief of Police. Each employee is responsible to maintain in serviceable condition the number and type of uniforms listed in Section E.

2. The Township agrees to provide replacement body armor to each employee according to a normal and proper schedule of replacement.

3. The Township agrees to provide replacement equipment to each employee as needed due to normal wear and normal equipment failure. That equipment is defined as weaponry, hardware, and tools issues and required by the Department not included in the list of uniforms and leather/web belt gear, and listed in Section E of this Article.

4. The Township agrees to provide required uniform patches and insignia at the Township's expense for replacement uniforms.

5. The Township agrees to assume uniform and equipment costs arising from a change of rank or specialized assignment, or from a change by management in the style of uniform or type of equipment.

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2 6. The Township agrees to replace or repair uniforms, leather and web gear, body
3 armor, and equipment damaged in the line of duty, where that damage was not caused
4 by gross negligence or carelessness on the part of the employee. The employee will
5 immediately report damage to uniforms, leather and web gear, body armor, and
6 equipment to his/her supervisor, who will determine the cause and recommend to the
7 Chief of Police its replacement, if proper. Damage to uniforms, leather and web gear,
8 body armor, and equipment caused by employee gross negligence or carelessness will
9 be the responsibility of the employee to replace. Failure to replace article damaged
10 through gross negligence or carelessness will be cause for disciplinary action.
11

12
13 E. The following list constitutes the required initial issue by the Township of uniforms,
14 leather and web gear, body armor and equipment required to be maintained by each Police
15 Officer. All styles, types and models must be approved by the Chief of Police.
16

17 Uniforms:

- 18 (a) 5 in total pairs of pants, *including at least one Class A and one Class B*
19 (b) 5 in total short sleeved shirts, *including at least one Class A and one Class B*
20 (c) 4 in total long sleeved shirts, *including at least one Class A and one Class B*
21 (d) 1 Class A uniform hat & rain cover
22 (e) 1 Class B uniform hat and hat-badge
23 (f) 2 Class A uniform ties
24 (g) 2 pairs of shoes
25 (h) 1 winter coat or jacket
26 (i) 1 lightweight spring jacket
27 (j) 1 raincoat
28 (k) 1 traffic safety vest
(l) 1 pair of winter gloves (military type)
(m) 1 whistle and lanyard
(n) 1 shirt badge
(o) 1 ID wallet, containing off-duty badge and ID card
(p) 1 nameplate

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Leather/Web Belt Gear

- (a) 1 gun belt with buckle
- (b) 1 duty holster
- (c) 1 off-duty holster
- (d) 1 impact weapon holder
- (e) 1 O.C. Spray holder
- (f) 1 handcuff case
- (g) 1 magazine pouch

Body Armor

- (a) 1 set of soft body armor

Equipment

- (a) 1 service weapon
- (b) 3 ammunition magazines and ammunition
- (c) 1 impact weapon
- (d) 1 canister of O.C. Spray
- (e) 1 pair of handcuffs
- (f) 1 summons book holder
- (g) 1 flashlight

F. The Township agrees to provide uniformed employees with a summer uniform, which shall include short-sleeved shirts, without a tie, and allow-the same to be worn during the summer months, or at any other time deemed appropriate at the discretion of the Chief of Police or designee.

1
2 ARTICLE XXIX

3 EQUIPMENT
4

5 A. The following equipment will be properly maintained by the Township on all marked
6 police vehicles with light bars:
7

8
9 1. Police vehicles required to be used on duty will be in good (safe) working
10 condition.

11
12 2. The Township will make an effort to install protective screens in marked patrol
13 vehicles.

14
15 3. Shotguns will be maintained in locked mounts in the front of patrol vehicles.
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17
18 4. All vehicles will have air-conditioning units.
19

20 5. All police vehicles will have AM radios. The Township agrees to phase in
21 AM-FM radios on all new patrol vehicles.
22

23 6. All patrol vehicles will be suitable for law enforcement operations.
24

25 7. Those vehicles determined by the Public Works Director to be unsafe for
26 patrol will be immediately removed from service. An effort will be made to repair and
27 put said vehicle back in service whenever possible. Vehicles determined by the Public
28

1 Works Director to be unsafe and irreparable will be permanently removed from
2 service.
3

4
5 B. The senior-ranking officer on each shift, while on duty, will have access to the police
6 locker where emergency equipment is kept so that the public welfare and the safety of
7 employees can be maintained in emergencies.
8

9 C. The Township will maintain an adequate number of portable radios for patrol use
10 during the standard work shift.
11

12
13 D. The Township shall provide the means by which police vehicles are to be kept clean.
14 An employee shall not be personally responsible for cleaning the vehicle unless they are the
15 only employee assigned to the vehicle. However, the employee may be required to take the
16 vehicle to the car wash at Township expense.
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2 ARTICLE XXX

3 FIREARMS

4
5 A. Employees will be governed by directives from the Atlantic County Prosecutor's
6 Office concerning use and qualification with any firearm used in connection with their
7 employment.

8
9 B. The Township agrees to provide the employee with at least thirty (30) days notice that
10 qualifications will be held.

11
12 C. Any employee not qualifying may not be removed from active duty or restricted in
13 any way from their normal assignment during this time.

14
15 D. A second qualification opportunity must be established within forty-five (45) days of
16 failure to qualify.

17
18 E. If an employee fails to qualify during the second qualification opportunity, the Chief
19 of Police may take the appropriate action.

20
21 F. 1. An employee shall be permitted to qualify with and carry an off-duty weapon.
22 The costs for the off-duty weapon, ammunition and targets to qualify with the off-duty
23 weapon will be borne by the employee. The employee shall be required to qualify with
24 the off-duty weapon on their own time, with all costs of the qualification to be borne
25 by the employee.
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2. Prior to qualifying with and carrying an off-duty weapon, the employee must receive approval from the Chief of Police to qualify with and carry said off-duty weapon.

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2 ARTICLE XXXI

3 HOSPITALIZATION INSURANCE

4
5 A. The Township agrees to provide New Jersey Blue Cross and Blue Shield
6 hospitalization insurance with Rider "J" for all employees covered under this Agreement at
7 the Township's expense.

8
9 B. The Township agrees to provide Major Medical insurance for all employees covered
10 by this Agreement at the Township's expense.

11
12 C. The Township shall provide employees with the eye/dental/prescription coverage now
13 under municipal contract. In no event will the above coverage be changed unless the
14 Association is given prior notification of said change, and unless equivalent or improved
15 plans are obtained by the Township. All employees shall contribute \$20.00 per month through
16 payroll deduction towards the Dental Plan premium even if electing not to participate.

17
18
19 D. The Township agrees to provide Hepatitis "B" shots for all employees at no cost to the
20 employee.

21
22 E. The Township shall have the right to change insurance carriers, including self-
23 insurance, so long as the Association is given prior notice of the change, and so long as
24 similar or substantially equivalent benefits are provided. The Association agrees that should
25 the Township consider changing insurance plans and/or carriers, the Township shall notify the
26 Association of the possible change and the Association agrees to meet with the Township to
27 discuss such possible changes.
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2 ARTICLE XXXII

3 COLLEGE INCENTIVE PROGRAM

4
5 A. 1. The Township and the Association agree that the amount and quality of an
6 employee's education often enhances the value of the employee's contribution and the
7 degree of proficiency with which the employee performs their duties. In order to
8 provide an incentive to encourage the employee to achieve the advantages of higher
9 education, the Township agrees that any employee who receives a degree from an
10 accredited school of higher learning, and who is matriculated in a law enforcement
11 program, or other job related field, approved by the Chief of Police, be compensated
12 according to the following schedule:
13

14

| | <u>2004</u> | <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> |
|-----------------------|-------------|-------------|-------------|-------------|-------------|
| 15 Associates Degree: | \$675.00 | 700.00 | 725.00 | 750.00 | 775.00 |
| 16 Bachelor's Degree: | \$1,275.00 | 1,300.00 | 1,325.00 | 1,350.00 | 1,375.00 |
| 17 Master's Degree: | \$1,575.00 | 1,600.00 | 1,625.00 | 1,650.00 | 1,675.00 |

18
19

20 B. Compensation, as enumerated in Section A of this Article, shall be paid in a lump sum
21 in the first pay in December and the employee's base salary shall be adjusted to include same
22 for computation of their hourly rate.
23

24
25 C. The Township shall offset the costs to employees seeking college degrees in law
26 enforcement from an accredited school of higher learning, and who is matriculated in a law
27 enforcement program, or other job related field, approved by the Chief of Police, in
28 accordance with the following schedule:

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1. Students achieving a letter grade of A shall be reimbursed seventy-five (75%) percent of the tuition, books and fees.
2. Students achieving a letter grade of B shall be reimbursed sixty-five (65%) percent of the costs of the tuition, books and fees.
3. Students achieving a letter grade of C shall be reimbursed fifty (50%) percent of the costs of tuition, books and fees.
4. Students receiving a letter grade of D or below shall not be reimbursed.
5. Employees shall be limited to a \$3,500.00 "cap" per year per employee.

D. Employees undertaking courses for which they expect to receive reimbursement from the Township must indicate, in writing, the number of courses to be taken. This must be submitted to the Chief of Police prior to course attendance. No prior approval is required for employees to attend college courses. The submission required under this action is to permit the adequate budgeting of funds to cover reimbursements under this program.

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2 ARTICLE XXXIII

3 SENIORITY

4
5 A. Seniority is defined as an employee's total length of service with the Township,
6 beginning with the employee's original date of appointment as a full time employee.

7
8 B. Employees hired prior to the effective date of this Agreement shall have in effect the
9 same seniority right as employees hired after this Agreement becomes effective.

10
11 C. All employees, below the rank of Sergeant, who hold seniority according to their last
12 date of full time hire, will have the responsibility of making routing and tactical decisions
13 whenever a ranking officer is not present or available to make decisions.

14
15
16 D. All employees who hold the rank of Sergeant, or above, will hold seniority according
17 to their date of appointment to their rank. Employees who have held their respective ranks for
18 the longest period will be senior to all employees of the same rank.

ARTICLE XXXIV

EVALUATIONS

A. Any employee receiving an unsatisfactory evaluation may appeal said evaluation through the grievance procedure provided by this Agreement.

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ARTICLE XXXV

EMPLOYEE TRAINING

A. All employees will be permitted to attend training schools on a seniority basis and based on the needs of the Police Department.

B. Notices of all State Police, FBI or any other school training course or seminar will be posted as they are received.

C. A Training Committee shall be formed within the Police Department to evaluate training courses and seminars, and to recommend attendance. This committee shall be comprised of the Township Administrator, the Chief of Police or his representative, one police Sergeant and one Senior Police Officer. The committee shall meet as required to insure that appropriate consideration is given to all training requests.

D. No provision of this Article shall limit the discretion of the Chief of Police to send any one employee to more than one approved school or seminar, if such attendance is required as a prerequisite to complete a specific course of training.

E. The Chief of Police shall have the discretionary power to deny an employee attendance at a school or seminar due to budgetary constraints or the staffing requirements of the Police Department.

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F. It shall not be considered a change in the work schedule as defined in Article XIV, for an employee to be assigned to a school or course for a period in excess of four (4) consecutive days or when it is necessary to alter the employee's day or days off to accommodate such school or course.

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2 ARTICLE XXXVI

3 COMPENSATORY TIME

4
5 A. Employees shall be allowed to earn compensatory time at a rate one and one-half per
6 hour of overtime worked.

7
8 B. Employees shall not be permitted to accrue in excess of one hundred (100) hours of
9 compensatory time at any given time.

10
11 C. The Township reserves the right to require that compensatory time be taken, in lieu of
12 overtime payment, during the months of November and December, should funds allocated for
13 overtime payment be exhausted prior to the end of the fiscal year. Every effort shall be made
14 to insure that adequate funds are available to provide an option to all employees.

15
16
17 D. The Township will notify the Association by certified mail two weeks prior to the
18 projected need to implement the provisions of Section C above.

19
20 E. Compensatory time earned can be taken at any time by the employee, provided that
21 the Chief of Police or his designee is notified at least seventy-two (72) hours in advance, and
22 said approval shall not affect the manpower needs of the Department or create the need for
23 overtime payments.
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2 F. At least six (6) months prior to an employee's retirement, and two (2) weeks prior to
3 voluntary termination, the employee must schedule to take all of their accumulated
4 compensatory time prior to said retirement or voluntary termination. If the employee fails to
5 schedule their compensatory time, the Township, at its sole discretion can schedule the
6 compensatory time to be taken, or choose to pay the employee for their accumulated
7 compensatory time upon retirement or termination. If the employee fails to give the Township
8 the required notice, the employee shall forfeit any accumulated compensatory time not taken
9 at the time of retirement or voluntary termination.
10

11 G. Compensatory time shall not be given for schools or courses which cause the
12 employee to "work" a schedule other than outlined in Article XIV unless said course is
13 required by the Township, County or State.
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ARTICLE XXXVII

PROMOTIONS

A. The Township recognizes the benefit of adopting and implementing professional criteria for the promotion of officers within the Department. Based upon this recognition, the Township shall utilize a standardized test as designated by the South Jersey Police Chief's Association or like organization.

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3 ARTICLE XXXVIII

4 EXCHANGE OF TOURS

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6 A. An employee, upon prior notice to an authorization of the Chief of Police or designee,
7 may exchange tours of duty or days off with another employee of equal rank.
8

9
10 B. Such request or exchange of tours of duty or days off must be submitted in writing,
11 signed by both employees, at least four (4) calendar days in advance, except in case of
12 emergency wherein the notice period may be reduced by the Chief of Police or designee.
13

14 C. Under no circumstances shall any employee be permitted to exchange tours of duty or
15 days off if such exchange would entitle either employee to receive overtime or any other
16 additional pay or benefit.
17

18 D. No such substitution of employees scheduled to work shall be permitted if it is not in
19 the best interests of the Department, which could be caused by, among other things, but not
20 limited to, an emergency situation existing in the Township or the inability of the employee to
21 perform their duties properly because of working too many hours of duty or days due to
22 excessive changes or other circumstances.
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3 E. It is understood and agreed that all exchanges of tours shall be done voluntarily by the
4 employees involved; shall be for the employee's personal benefit and not the Township's and;
5 that the exchange of tour must be paid back within twelve (12) months. A record of all tour
6 exchanges shall be maintained by the Chief of Police or designee. The Township and the
7 Association understand and agree that all time worked pursuant to an exchange of tour shall
8 not constitute "compensable hours" for the purposes of overtime pursuant to the Fair Labor
9 Standards Act.
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2 ARTICLE XXXIX

3 OUTSIDE EMPLOYMENT

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5 A. Employees shall be entitled to engage in any lawful activity and obtain any lawful
6 work while off duty.

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8 B. It is understood that the full-time employees will consider their position with the
9 Township as their primary job. Any outside employment must not interfere with the
10 employee's efficiency in their position with the Township and must not constitute a conflict
11 of interest.

12
13 C. No employee planning to or engaging in outside employment during the off duty
14 hours shall be permitted to wear the regulation. Township uniform, unless authorized by the
15 Chief of Police.

16
17
18 D. Employees shall notify the Chief of Police in writing prior to engaging in any outside
19 employment. Said notification shall include the name, address and telephone number of the
20 outside employer; type of work to be performed, and; the employee's general work schedule
21 for the outside employer.
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2 ARTICLE XL

3 ENLISTMENT AGREEMENT
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5 A. All employees hired after January 1, 1986 will receive Police Academy training at
6 Township expense, and shall reimburse the Township for the costs of training and such
7 additional expenses incurred by the Township in connection with said employment and
8 Academy training, provided said employee terminates their employment with the Township
9 within twenty-four (24) months from the date of completion of the Police Academy training
10 and becomes employed elsewhere in police related work.
11

12 B. In lieu of itemizing expenses, the Township and the Association agree that the
13 maximum reimbursement required of any employee terminating employment with the
14 Township shall be five thousand (\$5,000.00) dollars. Reimbursement shall be calculated on a
15 pro-rated, per diem basis. The maximum reimbursement shall be calculated on a pro rated, per
16 diem basis. The maximum reimbursement amount shall be reduced by the per diem rate for
17 every day the employee retains their employment with the Township, up to the twenty-four
18 (24) month period which commences with the employee's completion of the Police Academy
19 training.
20
21

22 C. There shall be no reimbursement required in the event the employee is terminated or
23 separated from employment with the Township for any of the following reasons:
24

25
26 1. Involuntary separation for reasons beyond the employee's control, such
27 reasons not being due to misconduct or personal delinquency during the twenty-four
28 (24) month period.

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3 2. Election to resign rather than to submit to a separation proceeding, provided
4 that the reason for the pending separation is not misconduct or personal delinquency.
5

6 3. Receipt of orders to report for military service, other than training duty, upon
7 submission of proof to the Township.
8

9 4. Disability impairing full performance as a police officer. The employee must
10 submit to the Township acceptable medical evidence verifying said disability. If the
11 Township disputes the medical evidence, then the employee shall be sent to a
12 physician mutually agreed upon by the Association and the Township. The cost of the
13 physician shall be equally borne by the parties. The decision of this physician shall be
14 final and binding.
15

16
17 5. Any other reason deemed acceptable to the Township in its discretion.
18

19 D. In the event the employee is separated for personal delinquency or misconduct, they
20 shall be required to reimburse the Township for the Basic training and additional expense
21 incurred by the Township as enumerated in Sections A and B above.
22

23
24 E. Any monies received by the Township pursuant to N.J.S.A. 40A:14-178 as
25 reimbursement from another Township shall be used to offset any monies due and owing to
26 the Township by the employee pursuant to Section B of this Article.
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ARTICLE XLI

CONTRACT EMPLOYMENT

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5 A. The Township and the Association recognize the need for police coverage of certain
6 events, such as concerts, construction site, retail establishments, etc.
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8 B. The Township shall attempt, if possible, to schedule officers for such events at least
9 one (1) week prior to the need for police coverage.
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ARTICLE XLII

JURY DUTY LEAVE

A. A regular full-time employee who loses time from their job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between their daily base rate of pay and the daily jury fee, subject to the following conditions:

1. The employee must notify the Chief of Police or designee immediately upon receipt of a summons for jury service;

2. The employee has not voluntarily sought jury service;

3. The employee is not attending jury duty during vacation and/or other time off from Township employment; and

4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee is attending jury duty and they are released by the Court prior to the end of their shift, that employee shall be required to return to work immediately upon release in order to receive pay for that day.

C. If an employee is scheduled to work a shift contiguous with their jury duty, they shall be reassigned to the day shift for the duration of their jury duty.

ARTICLE XLIII

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

A. All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the Township Charter, ordinances, and Rules and Regulations of the Police Department of the Township. Any present or past benefits which are enjoyed by the employees that have not been included in this agreement shall be continued.

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ARTICLE XLIV

SAVINGS CLAUSE

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4 A. In the event that any provision of this Agreement shall be finally determined to be in
5 violation of any applicable State of Civil Service law or regulation, such determination shall
6 not impair the validity and enforceability of the remaining other provisions of this Agreement.
7

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9 B. In the event that any provision of this Agreement conflicts with any Township
10 Ordinance, the terms of the provisions of this Agreement shall supersede the Ordinance to the
11 extent to such conflict or inconsistency.
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2 ARTICLE XLV

3 FULLY BARGAINED AGREEMENT

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5 A. This Agreement represents and incorporates the complete and final understanding and
6 settlement by the parties of all bargainable issues which were or could have been subject to
7 negotiations.

8
9 B. The parties acknowledge that during the negotiations that resulted in this Agreement,
10 each had the unlimited right and opportunity to make demands and proposals with respect to
11 any matter or subject not removed by law from the area of collective bargaining and that the
12 understandings and agreements arrived at by the parties after the exercise of that right and
13 opportunity are set forth in this Agreement.

14
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16 C. This Agreement may be modified in whole or in part by the parties by an instrument,
17 in writing only, executed by both parties.
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ARTICLE XLVI

DURATION OF AGREEMENT

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5 A. THIS AGREEMENT shall be effective as of January 1, 2004 and shall continue in
6 effect until midnight, December 31, 2008.

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8 B. This Agreement shall not be extended orally, and it is expressly understood that it
9 shall expire on the date indicated unless it is extended in writing. All approved practices and
10 procedures currently in effect, not in conflict with this Agreement, shall continue in full force
11 throughout the duration of this Agreement.

12
13
14 C. The parties agree that negotiations for a successor agreement and modifying,
15 amending, or altering the terms and provisions of this Agreement shall commence no later
16 than one hundred and twenty (120) days prior to the date on which this collective bargaining
17 agreement is to expire. At least three (3) negotiating sessions must take place before either
18 party can file for Interest Arbitration with the Public Employment Relations Commission
19 (PERC). The terms of this Agreement and all practices shall remain in full force and effect
20 until said successor agreement is reached.
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IN WITNESS WHEREOF, the undersigned have affixed their signatures on the

3rd of May, 2004.

ATTEST:

Joan I. Anderson
JOAN I. ANDERSON, RMC,
TOWNSHIP CLERK

TOWNSHIP OF HAMILTON

Frank Giordano
FRANK GIORDANO, MAYOR

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL NO. 77

Mike Bardeello

MIKE BARDELLO, PRESIDENT

Chris Gehring
CHRIS GEHRING, SHOP STEWARD