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**COLLECTIVE BARGAINING AGREEMENT**

**1992 - 1995**

**BETWEEN**

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**CITY OF LAMBERTVILLE**

**AND**

**LAMBERTVILLE PBA LOCAL NO. 343**

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**PREPARED BY: ABRAMSON & LIEBESKIND ASSOCIATES  
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## I. RECOGNITION

The City of Lambertville (hereinafter "City" or "Employer") hereby recognizes the Lambertville Police's Benevolent Association Local No. 343 (hereinafter "PBA" or "Employees") as the exclusive and sole representative for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all full time Patrolmen, Corporals and Sergeants employed by the City.

This agreement does not cover the Chief of Police, Lieutenant of Police, Special Officers, Special School Crossing Guards, Parking Enforcement Officers nor Clerical Employees.

## II. LEGAL REFERENCE

1. Nothing contained in this agreement shall alter the authority conferred by law, ordinance, resolution or administrative code and police department rules and regulations upon any City official or in any way abridged or reduce such authority. This agreement shall be construed as requiring City officials to follow the the terms contained herein, to the extent that they are in conformance with the duties and responsibilities conferred upon them by law.

2. Nothing contained herein shall be construed to deny or restrict to any police officer such rights as the officer may have under any other applicable law and/or regulations. The rights granted to police officers hereunder shall be deemed to be in addition to those provided elsewhere.

3. If any provision of this agreement or any application of this agreement to the regular police department is held to

be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. The remainder of the agreement shall continue in full force and effect.

### III. NON-DISCRIMINATION AGREEMENT

There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the Employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any Employee because of race, creed, color, sex, national origin, or political affiliations.

### IV. GRIEVANCE PROCEDURE

1. A grievance is any complaint or question arising between the Employer and any Employee represented by the PBA as to the meaning, application or operation of any provision of this agreement with respect to wages, hours of work or other conditions of employment. For the purposes of providing an orderly method for handling and disposing of grievances as defined, it is hereby agreed that all such grievances shall be adjusted as follows:

STEP 1. The president of the PBA, or a PBA designated representative, shall present the grievance in writing to the Chief of Police within ten (10) days after the Employee knew or should have known of the grievance, but in no event later than thirty (30) days after the occurrence of the facts giving rise to the grievance. The Chief of Police shall answer the grievance, in writing within ten (10) days from the date of presentation.

STEP 2. If the grievance is not resolved at Step 1, or if no answer has been received by the PBA within the time limits set forth in Step 1, the PBA within five (5) days of receipt of the written response or expiration of the time for said response, shall submit the written Step 2 grievance to the governing body or its designee. This presentation shall set forth the nature of the grievance involved, the applicable provisions of this agreement claimed to have been violated, and the position of the PBA with respect to same. The governing body, or its designee, shall respond in writing to the grievance within ten (10) days after the receipt of same.

STEP 3. If the grievance has not been satisfactorily resolved in Step 2 or if no response has been received within the time permitted, then, no later than ten (10) days from the latter of the two foregoing events, the PBA, and only the PBA, may refer the matter to arbitration through the procedures of the Public Employment Relations Commission (PERC) for selection of an arbitrator.

a. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

b. The arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

c. The arbitrator shall be bound by the provisions of this agreement, and shall be restricted to the application of the facts presented in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this

agreement or amendment or supplement thereto.

d. In cases involving back pay the arbitrator may award such back pay only to the date for which the grievance was filed.

2. All of the time limits contained in this article of the agreement may be extended by mutual consent. Unless such time limits are extended by mutual consent, the failure to observe the time limits herein stated for the presentation of the grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance or right to arbitration and be deemed a settlement thereof.

3. All days referred to herein shall be calendar days.

#### V. SPECIAL OFFICERS

The Employer and the PBA agree that Special Officers serve a useful function in the police department. It is also agreed that Special Officers will be used according to the law.

#### VI. HOURS OF WORK

1. The parties understand and agree that the standard work schedule for Employees covered is a maximum of 2080 hours per year.

2. The parties agree that the scheduling of Employees to tours of duty is the responsibility of the Chief of Police or appropriate authority by ordinance.

3. The parties agree that the overtime rate will be paid for any hours worked over the Employee's regular daily tour of duty.

4. The base hourly rate shall be determined by dividing the base annual salary by two thousand eighty (2080). Educational incentive will be added to the base salary.

5. Schooling when not scheduled on a regular tour of duty and approved by the Chief, or his designate, will be paid at straight time. A minimum of one school or seminar per year will be attended by each member of the department from an approved list of schools.

6. If the schedule does not provide 2080 hours of work in a given year, the hours needed to make up 2080 will be used to attend schools and/or City sponsored activities. (i.e. parades, etc.)

7. Special details, see Article XXVII.

8. Any additional duty over regularly scheduled tour of duty, e.g., schools, special details, etc., is overtime except cases discussed elsewhere in other provisions of this contract.

## VII. OVERTIME

1. Overtime shall be paid to any Employee who is required to work in excess of their regularly scheduled tour of duty except for Article VI, Section 5. Overtime shall be paid to any Employee who is required to work on any regularly scheduled day off (excluding Holidays, see Article XV), or for any purpose stated below. Employees shall be compensated at the rate of one and one-half (1 1/2) times their regular hourly rate.

2. Employees shall not be paid overtime for hours worked as listed above, unless such overtime is approved and/or authorized by the Chief or his designated officer.

3. Scheduled overtime will be paid at a minimum of three (3) hours and be scheduled at least seven (7) days in advance. This does not apply to the extension of a shift. Unscheduled overtime will be paid at a minimum of of four (4) hours overtime.

4. Any regular Employee required to report to any Court, including Civil, due to action arising out of the performance of duties as a Lambertville Police Officer, shall receive a minimum of three (3) hours overtime compensation. Additionally, all hours the Employee is required to remain in Court shall be paid at the regular overtime rate hour-for-hour unless during their regular tour of duty. Transportation to and from Court shall be provided by the City from Lambertville Police Headquarters for such Employees.

5. A published list of all regular full time members of the department shall be maintained by the Chief of Police, and overtime shall be equally distributed to the extent possible on a rotating basis among the regular full time officers, except in an emergency situation.

6. If an Officer declines to perform overtime work, it shall be considered as if the overtime has been worked for the purpose of equalizing overtime distribution. No payment of any kind shall be made for overtime not actually worked.

7. Monetary compensation for overtime worked within any pay period shall be paid in the pay period next following the pay period in which the overtime was worked.



8. Employees may be required to attend four (4) departmental meetings during each calendar year without receiving compensation. Any meetings over the four (4) aforementioned shall be considered overtime and any Employee attending such additional meetings shall be compensated unless the meeting is held during his regular tour of duty. Employees must attend the department meetings unless excused by the Chief or his designee.

9. Overtime must be submitted on the forms approved for payment of overtime by the City.

#### VIII. SALARY

1. Definitions:

a. Probationary Police Officer shall serve in that status from the starting date of employment until the completion of one (1) year of service. A Probationary Police Officer may be terminated at any time during that period for any reason by the Employer.

b. POLICE OFFICER 3RD CLASS: Employee's status from completion of the probationary period to the completion of two (2) years of service.

c. POLICE OFFICER 2ND CLASS: Employee's status from completion of two (2) years of service to completion of five (5) years of service.

d. POLICE OFFICER 1ST CLASS: An Employee's status from and after the completion of five (5) years of service.

2. The below salary schedule shall be applicable to all employees covered hereunder for the years 1992-1995. Effective February 1, 1993, paychecks will be issued every two weeks. Increments shall be paid on appropriate anniversary dates.

	1/1/92 (0.0%)	1/1/93 (5.0%)	7/1/93 (4.0%)	1/1/94 (6.0%)	1/1/95 (6.5%)
<b>Patrol Officers:</b>					
Probationary	\$23,005	\$24,155	\$25,121	\$26,629	\$28,360
3rd Class	\$26,213	\$27,524	\$28,625	\$30,342	\$32,314
2nd Class	\$28,754	\$30,192	\$31,399	\$33,283	\$35,447
1st Class	\$33,639	\$35,321	\$36,734	\$38,938	\$41,469
Corporal	\$34,855	\$36,598	\$38,062	\$40,345	\$42,968
Sergeant	\$38,099	\$40,004	\$41,604	\$44,100	\$46,967

3. Above reference to years of police service shall mean years of service since date of hire. If Employee has previous service with another police agency, prior to service with the Lambertville Police Department, years shall mean years of police service as a Certified Police Officer. An officer hired as a trained Police Officer is subject to probation as deemed appropriate by the Chief, Mayor and Council.

#### IX. EDUCATIONAL INCENTIVE

1. The employer agrees to pay yearly each member of the Lambertville Police Department, in addition to the annual salary, the sum of six hundred sixty (\$660.00) dollars for an Associate's Degree in Criminal Justice, or the sum of one thousand three hundred twenty (\$1,320.00) dollars for a Bachelor's Degree in Criminal Justice.

2. The employer further agrees to pay each member of the Lambertville Police Department, who does not have an Associate's Degree or a Bachelor's Degree, the sum of ten (\$10.00) dollars per year per college credit for those credits that are criminal justice or job related. Electives will not be recognized for payment under this section.

3. The payments set forth shall not be used in the computation of pension.

4. Employees attending school in order to attain an Associate's or Bachelor's Degree, while employed by the Lambertville Police Department, shall receive payment under section two (2) for said course(s) provided that:

a. Appropriate vouchers are submitted to the employer before payment is made, and

b. The employee successfully completes the course or courses with a grade or grade point average of "C" or better.

5. The Chief of Police shall approve necessary schedule changes to permit employees covered hereunder to attend law enforcement courses. Permission for such attendance and necessary schedule changes shall not be unreasonably withheld. Such schedule changes shall not interfere with the efficient operation of the department.

6. In order for an Employee to be eligible for an Educational Incentive, as set forth above, said employee must have been employed by the Lambertville Police Department for a period of one (1) year, or completed probationary status with the Lambertville Police Department, which ever occurs first.

7. The Employees agree that in consideration for obtaining an Educational Incentive, they will remain employed by the Employer for a period of two years (2) for each year year of credits paid for by the Employer. (A year of credit is defined as two (2) semesters or thirty six (36) credits.) Should the Employee fail to remain employed as here-in-before set forth, the Employee shall reimburse the Employer for all sums paid by the Employer as Educational Incentives during the year previous to termination of employment.

#### X. DEATH IN THE FAMILY

1. Every Employee covered by this agreement shall be granted leave with pay upon the death of a member of the family. Each leave shall be taken between the day of death and up to and including the third day after the burial based upon the following schedule:

a. For the death of a Spouse, Father, Mother, Brother, Sister, Son or Daughter or other relative residing in the household, a maximum of five (5) working days.

b. For the death of Aunt, Uncle, Father-In-Law or Mother-In-Law, a maximum of three (3) working days.

2. The times listed pertaining to this article may be extended by the Mayor, or his designee, upon application in writing by the Officer with written approval by the Chief of Police.

#### XI. PERSONAL DAYS LEAVE

Each employee covered by this agreement shall receive three (3) non-consecutive days leave with pay for personal business during a work year. Personal days shall not be cumulative from year to year. Employees are required to give twenty four (24) hours notice to the Chief of Police of their request for personal leave unless it is of an emergency nature. Personal leave shall not be denied to an Employee solely because the leave creates overtime. Leave may be denied if there is a manpower shortage.

#### XII. LEAVE OF ABSENCE

The Employer agrees to grant a leave of absence without pay for personal reasons, for a period on one (1) year, upon thirty (30) days prior written notice given by the Employee. If at the end of the one year period, or at any time prior to the expiration of the one year period, the Employee wishes to return to employment, the Employee will immediately be rehired and returned to duty at the rank and salary classification previously occupied with no loss of seniority or other contractual benefits.

Such leave shall be denied if such leave is to join another Police Agency. An Employee granted a leave must request in writing to be reinstated no later than one hundred eighty days (180) before the expiration of such leave.

#### XIII. MILITARY LEAVE

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

#### XIV. VACATIONS

1. All full time Employees covered by this agreement are authorized an annual vacation allowance with full pay which shall accrue to each employee on a calendar year basis as follows:

a. Employees shall be entitled to ten (10) vacation days upon completion of their first twelve (12) consecutive months of employment. Pro-rated vacation may be taken after seven (7) consecutive months of employment.

b. Employees completing twenty four (24) months of service through sixty (60) months of service shall be entitled to twelve (12) days vacation.

c. Employees completing sixty (60) months of service through one hundred twenty (120) months of service shall be entitled to sixteen (16) days vacation.

d. Employees completing one hundred twenty (120) months of service through one hundred eighty (180) months of service shall be entitled to twenty (20) days vacation.

e. Employees completing one hundred eighty (180) months of service through two hundred forty (240) months shall be entitled to twenty three (23) days vacation.

f. Employees completing two hundred forty (240) months or more in service shall be entitled to twenty five (25) days vacation.

2. Two Employees from the bargaining unit may be on vacation at the same time.

3. Vacation selections may begin on or before January 1st. The first round of selections shall be completed by February 1st. The vacation list will always be available to each officer showing those who have selected vacations. Unused vacation time not taken when the first list is compiled shall be requested according to the following procedure: Requests for such time must be submitted by the 15th of the month immediately preceding the month in which the officer is requesting vacation time.

4. Employees on vacation shall not be required to attend any parades or similar events, department or City activities. In the event they choose to do so, their vacation shall be extended, upon request of that employee.

5. No Employee who is on vacation shall be recalled to duty except in case of full mobilization of the department by the Chief of Police, or other designated authority, to meet a clear and present danger confronting the Employer.

6. Vacation time shall be cumulative from year to year, but not in excess of thirty (30) days vacation leave in any one (1) year. All vacation time in excess must be taken or payment made in lieu of said time at the Employee's option. No more than two (2) weeks vacation may be taken in succession without prior approval of the Chief of Police or the Mayor or his designee.

7. A permanent Employee who retires or leaves employment with the Police Department in good standing shall be entitled to payment for all vacation time accrued and/or earned during his employment. The current year's vacation shall be pro-rated on a monthly basis.

8. If three (3) or more Employees submit for vacation during the same time period, vacation shall be approved based on the seniority of the employees requesting such time.

#### XV. HOLIDAYS

1. The following days are designated as holidays for all Employees covered by this agreement for each calendar year of this agreement:

New Years Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Easter Sunday	Day After Thanksgiving
Memorial Day	Christmas Day

2. Employees who do not work on an observed holiday shall receive their regular rate of pay for the holiday.

3. Employees who are required to work on an observed holiday will be paid at an overtime rate of pay for all hours worked on the holiday, plus payment of their regular rate of pay.

4. Employees who are required to work more than eight (8) hours on an observed holiday, or are required to work in excess of their regular weekly tour of duty, will be compensated at a rate of two (2) times their regular hourly rate for all hours worked on such holiday, plus payment of their regular rate of pay for the holiday.



5. An Employee's shift which extends into a holiday shall entitle the employee to the rate of pay outlined above.

#### XVI. SICK LEAVE

1. Sick leave is the absence of an Employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the Employee's immediate family who is seriously ill requiring care or attendance of such Employee.

2. If an Employee is absent for reasons that entitle the Employee to sick leave, the supervisor shall be notified promptly.

3. Sick leave shall be earned in the following manner:

a. One (1) day for each full month of service with the Employer during the first twelve (12) consecutive months of employment.

b. One and one-half (1 1/2) days for each full month of service during the second twelve (12) consecutive months of employment and thereafter.

c. Sick leave credit shall not accrue while an employee is absent on leave without pay.

4. An Employee who is required by the Employer to submit a physician's certificate as evidence substantiating an illness or injury shall be reimbursed by the Employer for the cost of the physician's examination. If the City requires an exam it will be by the City's designated physician unless prior approval is given by the Chief and Mayor, or their designees, for an

alternate physician. Such approval shall be in writing.

5. An Employee injured or taken seriously ill as a result of performance of regular duties shall continue to draw full base salary for a period of up to one (1) year from the date of occurrence. The Employee shall not be required to utilize accumulated sick time, vacation time, or personal leave; however, said employee shall not earn sick, vacation or personal time during such leave.

6. Sick leave credits shall accrue from one year to the next. The Employer agrees to make a monetary reimbursement for all sick days not used by the Employee, not to exceed twenty thousand (\$20,000.00) dollars. This payment will be made at the time the Employee leaves from the service of the City, provided said Employee leaves in good standing. Such payment shall be made at the Employee's base salary at the time of separation of service.

7. If an Employee becomes disabled as a result of an injury or illness arising out of or in the course of employment by the City of Lambertville, then, from and after the date of disability retirement, the City shall pay the premium costs of health insurance benefits in the form which those benefits are provided in the agreement or subsequent agreements.

8. Nothing in this Article shall supercede Department Rules and Regulations pertaining to sick leave so long as such rules and regulations do not constitute mandatorily negotiable terms and conditions of employment.

#### **XVII. LONGEVITY INCENTIVE**

1. The Employer agrees that Employees who remain in the

service of the City of Lambertville for extended periods shall be compensated for said duration in the following manner:

a. On the anniversary of five (5) years of police service thru the anniversary of nine (9) years of police service, the Employee shall receive the sum of four-hundred (\$400.00) dollars annually.

b. On the anniversary of ten (10) years of police service thru the anniversary of fourteen (14) years of police service the Employee shall receive the sum of eight hundred-fifty (\$850.00) dollars annually.

c. On the anniversary of fifteen (15) years of police service thru the anniversary of nineteen (19) years of police service the Employee shall receive the sum of one thousand two hundred-fifty (\$1,250.00) dollars annually.

d. On the anniversary of twenty (20) years of police service, and annually every year thereafter, until the Employee leaves employment of the City, the Employee shall receive one thousand seven hundred-fifty (\$1,750.00) dollars.

2. Payment for longevity will be made in two installments, one half (1/2) at the end of June and one half (1/2) at the end of December. Longevity payments are not and will not be considered as part of an Employee's base salary.

#### XVIII. MISCELLANEOUS

1. If an Employee covered hereunder is made a defendant in a law suit or other legal proceeding arising out of, or incidental to the performance of City police duties for which

the City does not have insurance coverage, then, and in that event, the City will provide the Employee with counsel to defend such suit or legal proceeding. If the Employee is unsatisfied with counsel provided by the City, the Employee may, at their own expense, retain private counsel, in which event the City shall reimburse the Employee with an amount which the City and Employee determines is a just fee for reasonably disposing of the matter.

2. Upon approval by the Chief of Police, Employees covered hereunder shall be reimbursed for out-of-pocket expenses incurred in connection with performance of official duties on the following basis:

a. Tolls, parking fees and lodging. Reimbursement of reasonable expense incurred for the aforementioned items shall be made by the Employer upon presentation of validated receipts.

b. Payment for the above will be made after submission of voucher according to the City's policy for payment of vouchers.

3. Any Employee who shall have been appointed by City Council to act for a Senior Officer, and who shall have performed the duties thereof for a continuous period of thirty (30) days, shall thereafter be entitled to compensation appropriate to such office for time so held.

4. Clothing and Equipment:

a. Each regular Employee shall receive the uniforms and equipment listed in Article XXII, Schedule I.

b. The City shall replace items which through either normal wear or damage or destruction while in the line

of duty shall become unserviceable. Such determination of wear shall be made by the Chief or appropriate authority.

c. Any regular Employee assigned to plain clothes for more than six (6) months in any calendar year shall receive a clothing allowance of six hundred dollars (\$600.00) per year. Such payment will be prorated at fifty dollars (\$50.00) per month for service of less than six (6) months or more than six (6) months.

d. All property issued by the City shall remain the property of the City and is to be used in the line of duty.

e. Every officer shall sign for the issuance of equipment from the department and shall sign upon surrender of such equipment. Any equipment not returned shall be paid for by the Employee either in cash or by the City deducting such payment from his last paycheck.

5. The cost of furnishing and cleaning uniforms and equipment shall be limited to one set of uniforms per week, or additional cleaning as required and authorized by the Chief of Police or appropriate authority.

6. Police Department Meetings. The members of the PBA agree to attend four (4) departmental meetings without compensation, per year. These meetings will be at the discretion of the Chief of Police. Any meetings which the Employees are required to attend, in excess of the agreed four (4) meetings, will result in Employees being compensated at the normal overtime rate. The four (4) meetings will not be considered as part of the normal work week.

## XIX. HOSPITAL AND MEDICAL INSURANCE

1. The Employer shall provide hospitalization and medical insurance comparable to that available through the State Health Benefits Program (SHBP). Should the Employer decide to offer a better plan to other City Employees, the PBA shall be included and covered under that plan.

2. The Employer agrees to provide retirement benefits as required by applicable New Jersey Statutes.

3. Any Worker's Compensation benefits for temporary disability received during periods of disability shall be set off against full base pay by the City. In this case the Employee shall either turn over any temporary disability payments to the City, or the City will make up the difference between that sum and the Employee's salary, so that there is no pyramiding of payments.

4. The City shall contribute the annual sum of one hundred dollars (\$100.00) per Employee for the purpose of purchasing a co-pay prescription drug program for Employees and dependents. The City shall assist the PBA in securing such a program which may include other municipal employees in order to obtain a group policy at group rates, provided that the City's obligation shall not exceed the foregoing one hundred dollars (\$100.00) per Employee annual payment.

5. Effective January 1, 1993, the City agrees to pay a total of four thousand dollars (\$4000.00) per year for the total unit towards the dental insurance plan agreed to by the parties.

## XX. FALSE ARREST INSURANCE

The Employer agrees to indemnify and hold Employees harmless from liability pursuant to law.

## XXI. POLICE OFFICER'S SAFETY

1. The City shall provide police patrol vehicles and maintain such vehicles in safe and proper working condition at all times.

2. Police Officers will not have to use their personal vehicles for patrol or other police duties.

3. To ensure that the City's Police Officers can safely and efficiently perform their duties, the following equipment will be maintained in all patrol vehicles:

- a. minimum of twelve (12) flares;
- b. one (1) multi-purpose fire extinguisher;
- c. one (1) first-aid kit;
- d. one (1) "LOC-JOC" motor vehicle door opener with proper instruction and release forms;
- e. one (1) 12-gauge shotgun and shotgun holder, with approved ammunition for each vehicle; the ammunition for each such weapon to be provided by the Chief of Police and the weapon is to be uniform in each vehicle;
- f. one (1) pair of handcuffs and twelve (12) plastic handcuffs with dykes for removal of same;
- g. any additional equipment as required by the Chief of Police.

4. Every Police Officer will be allowed time off from regularly assigned duty, with pay, in accordance with statutes

and the Attorney General's directives, in order to qualify on an approved firearms course, with an approved firearms instructor. The cost of ammunition for said qualifications shall be borne by the City of Lambertville.

#### XXII. SCHEDULE I

- One (1) service semi-automatic pistol with appropriate holster and cartridge carrier and adequate .40 caliber factory manufactured service ammunition
- One (1) off duty weapon with appropriate holster, for any Officer who does not possess a conforming weapon, as determined by the Chief of Police
- One (1) Sam Brown belt
- One (1) handcuff case with handcuffs
- One (1) Model PR 24 baton with belt holder
- One (1) riot helmet with face shield
- Four (4) pairs of trousers
- Four (4) long sleeve shirts and four (4) short sleeve shirts
- Three (3) ties
- One (1) pair of shoes
- One (1) hat with strap
- One (1) raincoat with waterproof hat cover



One (1) pair of pull over boots

One (1) overcoat

Two (2) badges - post type

One (1) badge (I.D. case type)

One (1) identification case with credentials

One (1) streamlight with charger in each police vehicle

One (1) pair of black leather gloves

Practice targets will be maintained at Police Headquarters

Concealable soft body armor of adequate threat level (Threat Level II and above). Armor will be replaced by City on date of expiration located on inside panel of vest.

One (1) hat badge

### XXIII. PROMOTIONS

1. The Employer agrees to give preference on advancement to current Employees as set forth in N.J.S.A. 40A.

2. If a newly created job or open job within the unit covered by this agreement exists which represents a promotion or advancement or transfer for Employees covered by this agreement, such job will be posted on the bulletin board for fifteen (15) working days. Such notice shall contain a description of the job and the rate of pay (minimum and maximum

where applicable). Any Employee wishing to apply for a posted job shall do so in writing.

#### XXIV. COMMENDATION AND HONORABLE MENTION

1. The parties agree to establish a Review Board which shall be comprised of one (1) member of the City Council, the Chief of Police, and one (1) Police Officer from the Department selected by the PBA to review recommendations for awards and make recommendation for awards to the City Council.

2. Compensatory time off for the following awards shall be granted subject to review and award of time off by the City Council.

a. For commendation - two (2) days;

b. For Honorable Mention - one (1) day.

3. Awards shall be given according to guidelines set by the PTC. The City reserves the right to add to the award process.

#### XXV. RETENTION OF BENEFITS

Except as otherwise provided herein, all benefits which Employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the City during the term of this agreement.

## XXVI. PRINTING AGREEMENT

The City will reproduce this agreement in sufficient quantity so that each Employee in the negotiating unit may receive a copy, plus additional reserve copies for distribution to Employees hired during the term of this agreement.

## XXVII. SPECIAL DUTY DETAILS

All members of the Lambertville Police Department who wish to work off duty, security, road traffic details, etc., shall get the approval of the Chief of Police or, in his absence, the Lieutenant or Sergeant. The Chief of Police, or his designee, shall make all arrangements with the hiring party. Compensation for such employment shall be as follows:

- a. Hourly rate of \$25.00;
- b. A patrol vehicle shall be provided for the Officer, approved by the Chief or his designee;
- c. A portable hand-held police radio shall be provided for the Officer by the City (Department);
- d. Uniform to be worn shall be approved by the Chief of Police.

It is understood that the hiring party must let the Lambertville Police Department know that a job, event, detail, etc., is cancelled or postponed at least two (2) hours prior to the planned start time, or the Officer will be compensated at a rate of two (2) hours pay.

It is further understood that the fee for the said job

will be paid directly to the City of Lambertville during the pay period in which the job is worked, at which point the City will pay the Officer no later than the end of the next pay period.

Any work performed under this section will not be considered as time worked under the department's regular work schedule and shall not be part of base salary or the pension system.

#### **XXVIII. SAVINGS CLAUSE**

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

2. If any such provision is invalid, the Employer and the PBA will meet for the purpose of negotiating the changes made necessary by the applicable law.

3. It is understood and agreed that any article, section, and/or portion hereof may be deleted and/or modified upon mutual consent of both parties, in writing.

#### **XXIX. PERSONNEL FILES**

1. The Employer shall have the right to maintain two (2) personnel files for each officer covered by this agreement.

2. All personnel files are confidential. The original shall be maintained in the office of the individual the City designates as keeper of Personnel Records. A copy shall be

maintained by the Chief of Police.

3. An officer shall have the right to examine his personnel file upon giving the Chief of Police at least two (2) working days notice. The Chief will then forward the request to the keeper of Personnel Records for an appointment to be scheduled.

4. An officer shall have the right to rebut, in writing, any materials contained in the personnel file. Such rebuttal shall be made by indicating on the document to be rebutted the following: "I \_\_\_\_\_ have enclosed in my personnel file a rebuttal to this document dated \_\_\_\_\_" and enclosing with written rebuttal.

#### **XXX. JUST CAUSE PROVISION**

No officer shall be disciplined, reprimanded, suspended, discharged, reduced in rank or compensation, or deprived of any occupational advantage, or given an adverse evaluation of his services without just cause. Any such action asserted by the Council, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided under Title 40A.

#### **XXXI. EMPLOYEE RIGHTS DURING INVESTIGATIONS**

When an officer is called to an "investigatory meeting" from which he can reasonably expect to receive discipline, the officer has a right to have union representation present if he so desires.

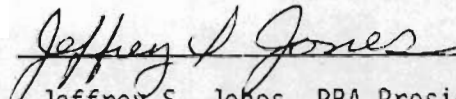
XXXII. DURATION OF AGREEMENT

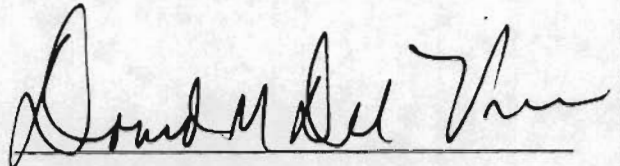
THIS AGREEMENT shall be effective January 1, 1992 (or shall be retroactive to January 1, 1992 upon signing) and shall continue in full force and effect until December 31, 1995 at midnight or until a successor agreement is signed.

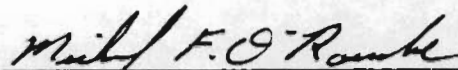
IN WITNESS THEREOF, the parties hereto have set their hands and seals on this 10<sup>th</sup> day of May in the year 1993.

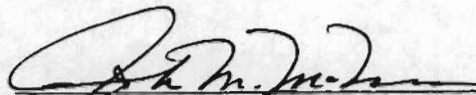
FOR THE LAMBERTVILLE PBA:

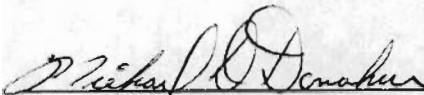
FOR THE CITY OF LAMBERTVILLE:

  
Jeffrey S. Jones, PBA President

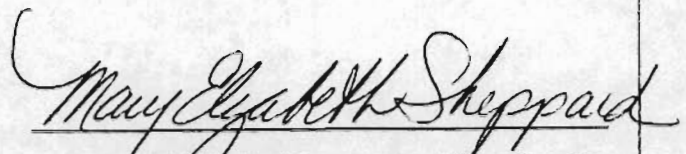
  
David DelVecchio, Mayor

  
Michael F. O'Rourke, Dele.

  
John M. McManus, Council Pres.

  
Michael D. Donahue, Repr.

ATTEST:

  
Mary Elizabeth Sheppard, City Clerk

