

PREAMBLE

This agreement entered into this 13th day of June 2006,  
by and between the BOROUGH OF HADDONFIELD, in the County of Camden, a  
Municipal Corporation of the State of New Jersey, hereinafter called the "Borough",  
and PBA Local 328, hereinafter called the PBA.

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ARTICLE I  
RECOGNITION

Pursuant to a Resolution adopted by Borough Commissioners of the Borough of Haddonfield at a regular meeting on April 13, 2004, PBA Local 328 is hereby recognized as exclusive representative for the purpose of collective negotiations of an employees unit limited to Police Officers, Police Sergeants, Police Lieutenants, Police Captains and Special Officers, including Meter Personnel and Administrative Assistants but excluding reserve or auxiliary officers, employed in the Police Department of the Borough of Haddonfield, and excluding all other Borough employees whatsoever.

Accepted by  (PBA rep)  (Boro rep)

ARTICLE II  
DURATION OF AGREEMENT

This Agreement shall continue to be in full force and effect as of the first day of April 2004 and shall remain in full force and effect through the thirty-first day of March 2010, except as otherwise specified. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify or terminate this agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This agreement shall remain in force and be effective during the period of negotiations and until the next anniversary date following notice to modify or terminate.

Any changes, modifications or amendments of any part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this agreement shall continue in full force and effect. Notice to modify a portion of this agreement will affect only a modification or termination of that portion of the agreement indicated in the notice to modify. A notice to terminate the agreement will affect the entire agreement..

Accepted by     *CE*     (PBA rep)     *Lsc*     (Boro rep)

ARTICLE III  
MANAGEMENT RIGHTS

1. The Borough, in conformance with law, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

a. The executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;

b. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer, within the Police Department employees, and to make and modify work rules in connection therewith, subject to N.J.S.A. 34:13A-5.3 with thirty (30) day notice to the PBA, except if an emergent situation arises which requires an immediate response by the Borough.

c. To suspend, demote, discharge or take other disciplinary action for good and just cause (except in the case of probationary employees as defined by NJSA 52:178B-69, discharge does not need just cause.

2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and the Ordinances of the Borough of Haddonfield.

3. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

Accepted by      (PBA rep)      (Boro rep)

ARTICLE IV  
EQUAL TREATMENT

No person shall be discriminated against because of their political or religious opinion or affiliations, nor because of their sex, race, ancestry or national origin.

Accepted by CLC (PBA rep) Lse (Boro rep)

ARTICLE V  
WORK SCHEDULE

1. The work week for all members shall begin Sunday morning at midnight and cover seven (7) consecutive twenty-four (24) hour periods.

2. Patrol personnel will work a twelve (12) hour shift as follows:

a. The rotation of shifts will consist of day work from 7:00 a.m. to 7:00 p.m. and night work from 7:00 p.m. to 7:00 a.m.

b. Each shift will equally share a rotation starting with two (2) days of day work on a Monday and Tuesday, followed by two (2) consecutive days off, followed by three (3) consecutive days, followed by two (2) consecutive days off, followed by two (2) consecutive days, followed by three (3) consecutive days off, followed by two (2) consecutive nights of night work, followed by two (2) consecutive days off, followed by three (3) consecutive nights, followed by two (2) consecutive days off, followed by two (2) consecutive nights, followed by three (3) consecutive days off.

Summarized as follows: 2 days, 2 off, 3 days, 2 off, 2 days, 3 off,  
2 nights, 2 off, 3 nights, 2 off, 2 nights, 3 off.

c. Patrol Sergeants, Corporals and Patrol Officers shall be paid on a weekly basis for all hours worked based on the above schedule. The average number of hours worked on a weekly basis will be 42 hours over a 28 day period. Time off equal to 8 hours for every 28 day period will be provided to reduce the average work week to 40 hours, as part of the provisions for Holidays.

3. Detectives - Employees assigned to the Detective Division shall work the following rotational shift schedule:

Monday - Thursday 7:00 a.m. to 5:30 p.m.  
Friday - Monday (OFF)  
Tuesday - Friday 9:00 a.m. to 7:30 p.m.  
Saturday - Sunday (OFF)  
Monday - Tuesday 8:30 a.m. to 7:00 p.m.  
Wednesday (OFF)  
Thursday - Friday 8:30 a.m. to 7:00 p.m.  
Saturday - Sunday (OFF)  
Repeat the schedule.

4. Meter personnel, and Administrative Assistant shall work Monday through Friday from 8:00 a.m. to 4:00 p.m. or from 9:00 a.m. to 5:00 p.m. or as temporarily assigned by the Chief of Police, followed by a period of two (2) consecutive days off. However, the parties involved have the right to decline the temporarily assigned shift.

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5. Lieutenants - shall work Monday - Friday 7:00a.m. to 3:00 p.m. or 11:30 a.m. to 7:30 p.m., as assigned by the Chief of Police, followed by a period of two (2) days off.

6. Captains shall work Monday through Friday from 8:00 a.m. to 4:00 p.m. or from 12:00 noon to 8:00 p.m. or from 4:00 p.m. to 12:00 midnight, as assigned by the Chief of Police, followed by a period of two (2) days off, or any other shift as temporarily assigned by the Chief of Police.

a. Any change in the Captain's schedule or shift will be subject to the following conditions:

1. The Captain will be notified of the schedule change at least 14 days prior to the change.
2. The new schedule shall remain fixed for a minimum of 28 days.
3. Any time off scheduled prior to the notification of the change in schedule will be honored.

7. Community Policing - Employees assigned to Community Policing shall work the following schedule:

Monday	8:00 a.m. to 4:00 p.m.
Tuesday - Friday	11:30 a.m. to 8:00 p.m.
Saturday - Sunday	(OFF)

7a. School Resource Officer (SRO) – Employees assigned as a School Resource Officer shall work the following schedule:

- a. From the first scheduled school day in September until the last scheduled school day in June, the SRO will work Monday through Thursday, 7:00 am to 3:30 pm, and on Friday will work 7:00am to 3:00pm.
- b. During the school vacation period, which is the dates other than what is specified above, the SRO will work 4 consecutive 8.5 hour days followed by an 8 hour day followed by 2 days off, or any contractually determined shift, as assigned by the Chief.
- c. Any change in the SRO's schedule or shift will be subject to the following conditions:

1. The SRO will be notified of the schedule change at least 14 days prior to the change.
2. The new schedule shall remain fixed for a minimum of 28 days.

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3. Any time off scheduled prior to the notification of the change in schedule will be honored.

d. The SRO is subject to the provisions of Article V, paragraph 9a in the same manner as any other officer.

8. Traffic - Employees assigned to the Traffic Division shall work the following rotating schedule:

Traffic Officer #1

Monday	10:30 a.m. to 9:00 p.m
Tuesday-Thursday	7:00 a.m. to 5:30 p.m.
Friday -Monday	(Off)
Tuesday-Friday	7:00 a.m to 5:30 p.m.
Saturday-Tuesday	(Off)
Wednesday-Saturday	5:00 p.m. to 3:30a.m.
Sunday-Monday	(Off)
Tuesday-Friday	5:00 p.m. to 3:30 a.m.
Saturday-Sunday	(Off)

Traffic Officer #2

Tuesday -Friday	7:00 a.m. to 5:30 p.m.
Saturday-Tuesday	(Off)
Wednesday-Saturday	5:00 p.m. to 3:30a.m.
Sunday-Monday	(Off)
Tuesday-Friday	5:00 p.m. to 3:30 a.m.
Saturday-Sunday	(Off)
Monday	10:30 a.m. to 9:00 p.m
Tuesday -Thursday	7:00 a.m. to 5:30 p.m.
Friday-Monday	(Off)

Traffic Officer #3

Wednesday-Saturday	5:00 p.m. to 3:30a.m.
Sunday-Monday	(Off)
Tuesday-Friday	5:00 p.m. to 3:30 a.m.
Saturday-Sunday	(Off)
Monday	10:30 a.m. to 9:00 p.m
Tuesday -Thursday	7:00 a.m. to 5:30 p.m.
Friday-Monday	(Off)
Tuesday -Friday	7:00 a.m. to 5:30 p.m.
Saturday-Tuesday	(Off)

Future Traffic Officer #4

Tuesday -Friday	5:00 a.m. to 3:30 p.m.
Saturday-Sunday	(Off)

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Monday	10:30 a.m. to 9:00 p.m
Tuesday -Thursday	7:00 a.m. to 5:30 p.m.
Friday-Monday	(Off)
Tuesday-Friday	7:00 p.m. to 5:30 a.m.
Saturday-Tuesday	(Off)
Wednesday -Saturday	5:00 a.m. to 3:30 p.m
Sunday-Monday	(Off)

9. Should the Chief determine that there should be a change in the schedule assigned to a specific unit, it must be presented and approved by the PBA. This change in work schedule shall not be unreasonably denied by the PBA. If the PBA believes that the change creates an economic impact the PBA and Borough agree to negotiate subject to binding arbitration.

9a. Further, it is understood that the Chief or his designee may change the duties, position or assignment of any employee commensurate with the employee's rank, training and skills, at any time as long as that employee's schedule is not changed.

10. As it pertains to Captains, Lieutenants, School Resource Officer(s) and Community Policing Officer(s) any change to their schedule would only require notice to the PBA and not approval. However, the change in their work schedule may still be subject to negotiation of the economic impact.

11. Members are required to be ready to work by roll call at the start of the scheduled shift

12. a. An employee will not be reassigned to a platoon or position unless they receive at least fourteen (14) calendar days notice, except in the case of emergency. An employee will not be temporarily assigned to a platoon or position unless they receive at least five (5) work days notice, except in the case of emergency.

b. "Reassignment" is defined as a change in platoon or position which exceeds thirty (30) calendar days. "Temporary assignment" is defined as any assignment other than an officer's normal working shift excluding voluntary duty (e.g. voluntary overtime, construction and events, etc.) which does not exceed thirty (30) calendar days. An "emergency" shall be defined as set forth in N.J.S.A. 40A:14-146.9. The Employee has no right to decline a reassignment and/or temporary assignment.

c. If the proper notice set forth in Section #1 is not given, the Employee shall receive one (1) hour of compensatory time for each day he/she did not receive proper notice with a minimum of four (4) hours of compensatory time.

d. If temporarily assigned, the employee shall be entitled to continue to take paid time off for any work shifts on the new schedule or the new temporary work schedule on the dates previously scheduled as time off as of the date of notice. The Employee shall also be entitled to up to four (4) work shifts per calendar year of paid time off (over and above any other paid time off

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provided for elsewhere in this agreement) on days immediately prior to or after the above mentioned scheduled shifts off, when those shifts are scheduled work days under the temporary duty schedule but were normal days off under the employee's work schedule prior to the temporary assignment.

e. Should an employee be temporarily assigned or reassigned and the new shift has a different set of days off, the reassignment or temporary assignment shall not take effect until the employee has had a minimum of 24 hours between the end of the last old shift and the start of the new shift.

f. If the reassignment or temporary assignment comes at the request of the employee, that employee shall forfeit all rights set forth set forth in Sections 1, 3 and 4 above.

13. When a Traffic Officer is assigned to a Platoon to cover a shift, he will adhere to all of the regulations that apply to a Patrol Officer.

Accepted by Al (PBA rep) Lse (Boro rep)

ARTICLE VI  
SALARIES

A. The following weekly base salaries shall be effective as stated.

\* Note: Includes roll-ins of uniform allowance and holidays for sworn officers.

	<u>1<sup>ST</sup> PAY</u> <u>4/04</u>	<u>1<sup>ST</sup> PAY</u> <u>4/05</u>	<u>1<sup>ST</sup> PAY</u> <u>4/06 *</u>	<u>1<sup>ST</sup> PAY</u> <u>4/07</u>	<u>1<sup>ST</sup> PAY</u> <u>4/08</u>	<u>1<sup>ST</sup> PAY</u> <u>4/09</u>
% INCR.	3.50%	3.75%	4.25%*	4.50%	4.00%	3.85%
<b>POSITION</b>						
<b>CAPTAIN</b>	\$1,505.01	\$1,561.45	\$1,689.90*	\$1,765.94	\$1,836.58	\$1,907.29
<b>LIEUTENANT</b>	\$1,448.07	\$1,502.37	\$1,626.88*	\$1,700.09	\$1,768.10	\$1,836.17
<b>SERGEANT</b>	\$1,280.40	\$1,328.41	\$1,441.35*	\$1,506.21	\$1,566.46	\$1,626.77
<b>CORPORAL</b>	\$1,204.71	\$1,249.89	\$1,357.59*	\$1,418.69	\$1,475.43	\$1,532.24
<b>PATROL OFFICER</b>						
AFTER 4YR (step 5)	\$1,183.56	\$1,227.95	\$1,334.20*	\$1,394.23	\$1,450.00	\$1,505.83
AFTER 3YR (step 4)	\$1,057.10	\$1,096.74	\$1,194.25*	\$1,248.00	\$1,297.92	\$1,347.88
AFTER 2YR (step 3)	\$ 930.63	\$ 965.53	\$1,054.31*	\$1,101.76	\$1,145.83	\$1,189.94
AFTER 1YR (step 2)	\$ 804.17	\$ 834.33	\$ 914.38*	\$ 955.53	\$ 993.75	\$1,032.01
STARTING (step 1)	\$ 677.72	\$ 703.13	\$ 774.45*	\$ 809.30	\$ 841.67	\$ 874.08
<b>PATROL OFFICERS HIRED AFTER 4/1/06</b>						
AFTER 6YR (step 7)			\$1,334.20*	\$1,394.23	\$1,450.00	\$1,505.83
AFTER 5YR (step 6)			\$1,211.01*	\$1,265.51	\$1,316.13	\$1,366.80
AFTER 4YR (step 5)			\$1,087.83*	\$1,136.78	\$1,182.25	\$1,227.77
AFTER 3YR (step 4)			\$ 964.64*	\$1,008.05	\$1,048.37	\$1,088.74
AFTER 2YR (step 3)			\$ 841.46*	\$ 879.32	\$ 914.50	\$ 949.70
AFTER 1YR (step 2)			\$ 718.27*	\$ 750.60	\$ 780.62	\$ 810.67
STARTING (step 1)			\$ 595.09*	\$ 621.87	\$ 646.74	\$ 671.64

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	<u>1<sup>ST</sup> PAY</u> <u>4/04</u>	<u>1<sup>ST</sup> PAY</u> <u>4/05</u>	<u>1<sup>ST</sup> PAY</u> <u>4/06</u>	<u>1<sup>ST</sup> PAY</u> <u>4/07</u>	<u>1<sup>ST</sup> PAY</u> <u>4/08</u>	<u>1<sup>ST</sup> PAY</u> <u>4/09</u>
% INCR.	3.50%	3.75%	4.25%	4.50%	4.00%	3.85%
<b>POSITION</b>						
<b>METER PERSONNEL</b>						
AFTER 18 MONTHS	\$ 721.90	\$ 748.97	\$ 780.80	\$ 815.94	\$ 848.58	\$ 881.25
AFTER 12 MONTHS	\$ 685.83	\$ 711.55	\$ 741.79	\$ 775.17	\$ 806.18	\$ 837.22
AFTER 06 MONTHS	\$ 649.73	\$ 674.10	\$ 702.75	\$ 734.37	\$ 763.74	\$ 793.15
STARTING	\$ 613.62	\$ 636.63	\$ 663.69	\$ 693.55	\$ 721.30	\$ 749.07
<b>ADMINISTRATIVE ASST.</b>						
AFTER 24 MONTHS	\$ 887.68	\$ 920.97	\$ 960.11	\$1,003.31	\$1,043.44	\$1,083.62
AFTER 18 MONTHS	\$ 845.83	\$ 877.55	\$ 914.85	\$ 956.02	\$ 994.26	\$1,032.54
AFTER 12 MONTHS	\$ 803.99	\$ 834.14	\$ 869.59	\$ 908.72	\$ 945.07	\$ 981.45
AFTER 06 MONTHS	\$ 762.15	\$ 790.73	\$ 824.34	\$ 861.44	\$ 895.89	\$ 930.38
STARTING	\$ 720.32	\$ 747.33	\$ 779.09	\$ 814.15	\$ 846.72	\$ 879.32

B. The above weekly wages, though effective the first pay check in April 2004, 2005, 2006, 2007, 2008 and 2009, are not paid until after the salary ordinance is approved by the Board of Commissioners which follows the adoption of the Annual budget. The amount of retroactive pay due each member is paid in a lump sum at the time the pay increases are put into effect.

C. All newly hired personnel will initially be paid the starting salary listed above. The exception is that personnel with at least two years experience doing substantially the same work as that required by the Borough (as determined by the Borough) for other law enforcement organizations in the State of New Jersey or in the case of a Police Officer, an individual with two years experience working in a position recognized by the State of New Jersey as a police position, will initially be paid at the "after 1 Year" level.

D. All changes in rates due to step increases, longevity, and Education Incentive Pay as Provided for in the contract will be effective on the first day of the week in which the anniversary date falls.

E. Acting Pay

1. When there is no Sergeant
  - b. When a vacancy exists for more than sixty (60) calendar days in the position of Sergeant on a particular patrol squad, or the position of the Sergeant in the Detective Bureau, the Chief shall select the Corporal assigned to that patrol squad

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or Bureau.

- b. If the patrol squad or Bureau does not have a Corporal assigned, then the Chief shall select from amongst the patrol officers in each platoon and the Detective Bureau, to be the designated "acting sergeant". The criteria used by the Chief in making the selection will be the employee's seniority (the employee with the most continuous uninterrupted service in the Haddonfield Police Department will be given preference), job performance, past training and educational background. It is agreed the Acting Sergeant will not be arbitrarily removed from this assignment without appropriate reason.
- c. The employee assigned to Acting Sergeant shall receive the weekly salary of the position beginning at the start of the pay week following the sixtieth (60<sup>th</sup>) day. The higher salary shall continue until the end of the pay period in which the vacant position is actually filled.
- d. Should Superior Officers be designated to fill the position of a lower ranking officer, they shall continue to receive their regular salary.
- e. Vacancies created by vacations, holidays, compensatory time, illness or injury or other approved leave will not be counted for purposes of section a above.

2. When there is no Corporal

- a. When a vacancy exists in rank in the Corporal and in the absence of the Sergeant during any shift, the Chief shall designate from amongst the patrol officers in each platoon to assume the duties and responsibilities of Acting Sergeant. The criteria used by the Chief in making the selection will be the employee's seniority (the employee with the most continuous uninterrupted service in the Haddonfield Police Department will be given preference), job performance, past training and educational background. It is agreed the Acting Sergeant will not be arbitrarily removed from this assignment without appropriate reason.
- b. When assigned to fulfill the duties of Acting Sergeant, the employee shall receive compensation equal to the difference between the current patrolman's top base pay rate and the current Sergeant's base pay rate. This compensation shall be paid along with the officer's normal pay upon verification and certification of the number of hours involved by the Chief of Police.
- c. Effective upon the signing of this agreement, when there is no Corporal assigned to the Detective Bureau and when a Sgt. is assigned to be in charge of the Detective Bureau and is absent from duty for more than three (3) consecutive scheduled work days, and only during shifts when there is another Detective on duty to be supervised, then the Chief will designate an Acting Sgt. for the Detective Bureau in the manner proscribed by the provisions of the contract. That Acting Sgt. shall receive Sgt. pay for that Detective's next shift and any of his or her continuous shifts thereafter, until the Sgt. returns to duty.

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ARTICLE VII  
OVERTIME & COMP TIME

A. OVERTIME refers to any time worked beyond the regularly scheduled hours of duty, when approved by the Captain, Lieutenant or Chief of Police, which is compensated for by monetary payments.

Overtime pay will be based on base salary plus educational incentive pay and longevity pay.

1. For Patrol Personnel, overtime shall be paid at one and one-half times the individual's regular hourly rate which is computed by dividing the weekly salary by 40.

2. For Detectives,

a. Overtime shall be paid at one and one half times the individual's hourly rate which is computed by dividing the weekly salary by 40, only when called in per paragraph 6 below.

b. All other time worked beyond the regularly scheduled hours of duty shall be compensated for with Comp Time.

c. A Detective may elect to be paid at one and one half times the number of hours worked for up to 110 hours worked during the calendar year. The number of hours that can be converted shall be pro-rated based on the number of months or parts of months the member was assigned to the Detective Bureau. The election shall be in writing to the Administrator, with verification by the Chief of Police of the number of comp hours worked. Requests for up to 55 hours must be made by June 15 for payment in the first pay in July. Requests for the balance must be made by November 15 for payment in the first pay in December.

d. The detective scheduled to be on standby for a full week will receive two (2) hours pay at one and one half times the individual's pay for being on call.

3. For Meter Personnel and Administrative Assistant overtime shall be paid at one and one half times the individual's hourly rate which is computed by dividing the weekly salary by 40.

4. Overtime work shall be distributed as equally as possible within the discretion of the Lieutenant in charge, Captain or the Chief of Police. Should the Employer determine a need for overtime, the Chief shall follow the procedures set forth below:

a. When a need for overtime work is determined, a notice with all appropriate information about the work shall be posted for all employees to read.

b. Procedures shall be in place to allow those available and qualified employees interested in working the scheduled overtime to sign up.

c. If insufficient available and qualified personnel sign up at least 48 hours prior to the time the

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work is needed, each eligible employee for that particular duty who has not signed up will be contacted at the telephone number they have provided for this purpose, in seniority order, to ascertain if they wish to fill the needed duty.

- d. If it is necessary to order employees to work per the above, the eligible employee with the least seniority shall initially be ordered followed by the next most junior eligible employee up to the most senior employee, until all work needs are filled.
- e. Any employee ordered to work shall be compensated at one and one-half (1½) times the employee's regular hourly rate and will be paid based upon a four (4) hour minimum.

#### 5. Attendance at Court

- a. Attendance at Court shall be defined as attendance at a Municipal, Administrative (including Departmental, Arbitration hearings and other similar type legal proceedings), State or Federal Court on all criminal matters in which the employee is required to appear by the Court or by subpoena.
- b. Any employee required to appear in Court outside their regular shift shall receive one and one-half (1½) times their regular rate of pay when, (1) required by the Court or by subpoena to attend any proceeding set forth above, and (2) required by the Borough or the Borough's legal representative to attend any proceeding set forth above; except that,
- c. An employee shall receive only their regular rate of pay if they are required to attend any proceeding set forth above outside their regular shift when; (1) the employee is required to appear at a Departmental or Arbitration Hearing, however every reasonable attempt will be made to not cause a hardship upon the employee, or (2) the employee has initiated the legal action, or (3) the employee is required to appear on behalf of another employee to give testimony pertaining to his/her official duties. The employee shall be paid for only the time he/she testifies to the next full hour, for a minimum of two (2) hours.
- d. An employee shall receive only one-half (½) their regular rate of pay if they are required to attend any proceeding set forth above, except arbitration or unfair practice hearings, when that appearance is on behalf of another employee to give testimony as witness and not necessarily as it pertains to his/her official duties. The employee shall be paid for only the time he/she testifies to the next full hour, for a minimum of two (2) hours.

6. Members called in for duty after leaving the Headquarters premises and/or parking lot, will be guaranteed a minimum of four (4) hours. However, if the time worked carries into the start of his/her scheduled shift or is a continuation of his/her scheduled shift, payment will be based on actual time with no minimum. Court time will be dealt with as stated in Section A.5 above and

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not guaranteed the 4 hours.

7. When requests are made by the Department for extra Borough paid voluntary duty (construction, events, etc.) where a minimum number of hours is required and pre-scheduled, payment for this number of hours is a guaranteed minimum, regardless of the number of hours worked or if the member is notified that the duty is cancelled less than 24 hours prior to the scheduled start time. Payment for such overtime which is covered by payments from non-Borough organizations (contractors, school district, businesses, etc.) will be made within two (2) weeks of the Borough's receipt of payment from the non-Borough organization.

8. Pre-scheduled assigned overtime for the Borough (except Court time per Section A.5 above), when assigned prior to the end of the last regular shift, will be paid based on a one (1) hour minimum.

B. Comp Time refers to any time worked beyond the regularly scheduled hours of duty, when approved by the Captain, Lieutenant in charge or Chief, which is compensated for with time off.

1. Comp Time will be credited at one and one half times the number of extra hours worked.

2. Except for Lieutenants and Captains, in lieu of an overtime cash payment, an employee may choose at the end of the work period involved, to take earned overtime in the form of compensatory time off so long as the employee has not accumulated more than seventy (70) hours of compensatory time. Such compensatory time shall also be computed at the rate of time and one-half. Compensatory time off shall be scheduled at mutually agreed, subject to the manpower needs of the Department.

3. Compensatory time shall be earned and credited at one and one-half (1½) times the number of hours worked by an employee beyond the regularly scheduled hours of duty, when approved by the Captain, Lieutenant or Chief of Police.

4. Must be taken within twelve (12) months after the date the extra hours were worked.

a. All Comp Time taken shall be charged against the oldest time earned. (Example: A member earned 4 hours of Comp Time on May 25, 1997. He may take 4 hours off, with the specific days approved in advance, up to May 25, 1998. A member who earns Comp Time on December 30, 1997, may take the time earned up to December 30, 1998).

b. In unusual or hardship cases, the Administrator may approve scheduling of Comp Time beyond the one year limit. Requests for this exception must be made in writing and any approval granted in writing. The Administrator shall have full discretion in making this decision except that such requests will not be unreasonably denied.

5. For Lieutenants and Captain

Accepted by CEK (PBA rep) Lse (Boro rep)

- a. All time worked beyond regularly scheduled hours of duty shall be compensated for with Comp Time.
- b. On-Call Time - When a Captain or Lieutenant is required to be on-call for a full week, whoever is so designated, shall be compensated with three (3) hours of compensatory time. If he/she is called in to report for duty, they shall receive a minimum of six (6) hours compensatory time.

Accepted by Cl (PBA rep) Lsc (Boro rep)

ARTICLE VIII  
LONGEVITY

1. The Longevity Policy of the Borough of Haddonfield is as described below.

<u>Years of Service</u> <u>Completed</u>	<u>Percentage</u> <u>Longevity Payment</u>
5 years	1%
10 years	2.5%
15 years	5%
20 years	7.75%
24 years	11.75%

A. Longevity shall be included in the employee's regular base wage.

2. Percentages used in the formula are only for the purpose of arriving at a dollar figure for individual salaries. The longevity figure which the employee will receive in the current contract year is the final dollar figure reached by using years of service completed, individual current year salaries and applicable percentages. The salary to which the percentage is applied is subject to negotiation in future years.

3. Longevity applies to the base salary only and not to overtime, educational incentives, etc. "Years of Service" means the latest uninterrupted term of employment.

4. Longevity will be applied at the start of the pay week in which the anniversary date falls.

Accepted by CK (PBA rep) L/se (Boro rep)

ARTICLE IX  
LEGAL DEFENSE

Members who are entitled to Borough paid legal defense under New Jersey State Statutes for actions taken as Police Officers, may chose their own Legal Counsel from a list submitted to the Borough Solicitor by the Association by 12/31/97 and updated as necessary. The Borough will pay such Counsel a maximum of \$100 per hour subject to a review by the Borough Solicitor as to the reasonableness of the hours billed.

Accepted by OLL (PBA rep) LSC (Boro rep)

ARTICLE X  
EDUCATION & TRAINING

A. EDUCATIONAL INCENTIVE PAY (EIP)

1. Members employed by the Borough as of 12/31/97 shall continue to be paid one (\$1) per credit per month for each currently approved earned college credit only prior to the first pay date in April 2000; after that pay date, no EIP will be paid.

2. Effective on the first pay date in April 2000 all members shall only be reimbursed for tuition for credits earned for college courses taken at a New Jersey based public college, while employed with the Borough, provided all such credits are part of a police science or law and justice curriculum leading to a degree, up to a maximum number of credits earned of 64, the equivalent of an Associate's degree.

3. The Borough will reimburse all members for the cost of books and supplies required in order to take any of the applicable courses while employed after being supplied with proof of successful completion of the course and proof of purchase of the books and/or supplies.

B. COMPUTER SCIENCE COURSES

1. The Borough will reimburse a member for the cost of books and supplies plus one-half (1/2) the tuition cost of relevant computer science and computer training courses taken outside of work hours when not part of any EIP qualified law and justice curriculum, as long as the course is approved in advance by the Borough Administrator based on the recommendation of the Chief of Police.

C. BUSINESS ADMINISTRATION/MANAGEMENT COURSES

1. The Borough will reimburse a member for the cost of books and supplies plus one-half (1/2) the tuition cost of relevant business administration or management courses taken outside of work hours when not part of any EIP qualified law and justice curriculum, as long as the course is approved in advance by the Borough Administrator based on the recommendation of the Chief.

D. TRAINING DURING WORK HOURS

1. When attending a school or training seminar assigned by the Borough during a member's regular work shift, which is scheduled as a day school or seminar, the member will not be required to report to the Station for duty when the Chief determines attendance at work would not be necessary or productive based on the time available to work on the shift due to location,

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distance and time schedule of the training. The member must provide verification of his attendance at such training upon arrival at his next work shift and must be prepared to provide a written or verbal report on the session if requested by a Superior Officer.

Accepted by OL (PBA rep) Lse (Boro rep)

ARTICLE XI  
UNIFORMS

1. Annual Expense Checks

a. By the end of the month following the month in which the Borough Budget is finally adopted, the Borough will issue expense checks to each covered member as follows:

- Detectives (Sgts., Corporals and Ptl. Off.) \$1125 for 2004 & 2005  
Paid as part of base wage effective 4/1/06  
at an annual rate of \$1,275.
- Patrol Officers (includes uniformed Ptl., Corp., Sgts., Lt. and Capt.) \$1075 for 2004 & 2005  
Paid as part of base wage effective 4/1/06  
at an annual rate of \$1,275.
- Meter Personnel \$1,050 for 2004 & 2005  
\$1,250 for 2006 and thereafter
- Administrative Assistant \$975 for 2004 & 2005  
\$1,175 for 2006 and thereafter

b. This annual allowance covers the following items and expenses:

- Purchase of all uniforms
- Purchase of shoes
- Purchase of leather items such as belts, holsters, etc.
- Raingear and boots
- Tailoring
- Cleaning and maintenance

2. Uniforms for New Members – After 4/1/06, subparagraphs b & c dealing with maintenance costs applies only to civilian employees covered by this agreement. Sworn officers uniform costs are part of base salary effective 4/1/06.

a. Whenever a new individual becomes a member of the Department, the Borough will provide the initial new uniform issue as follows:

- 3 Long Sleeve Shirts
- 3 Short Sleeve Shirts
- 3 Trousers or Skirts
- 1 Winter Coat (Should the Employer chose to change the current (issued prior to January 1, 2000) leather jacket issue to another style coat, they will either provide every employee with the new style coat, or continue to permit the leather coat as an acceptable uniform item until it becomes unserviceable and the employee will purchase the current issue)
- 1 Belt with Holster and other related duty equipment as appropriate
- 1 Raincoat

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- 2 Hats
- 2 Ties
- 2 Pair Shoes
- 1 Pair Boots

b. In addition, the new member will receive an allowance for uniform maintenance equal to \$30.00 per month or part of a month for the number of months or parts of months left in the calendar year. This payment will be made within 45 days after the new member joins the department.

c. For the calendar year following the date of hire, a member will receive a \$350 maintenance allowance, plus an expense payment pro-rated by the number of full or partial months served in the initial year of hire. This pro-rated percentage is applied to the balance of the standard uniform allowance after subtracting the \$350. From the second full calendar year of employment until leaving the Department, the member will only receive the appropriate normal expense check as described in Section 1.

Example: Employee hired July 1 in year 1. The Employee would immediately receive and have altered, if necessary, uniforms left by others leaving the Department. The standard uniform would be ordered. By August 15, the \$180 maintenance check (6 mos. x \$30) would be received. In March of year 2, the Employee would receive a \$350 maintenance check plus \$337.50 expense payment (6 mos./12 mos. x \$1025-\$350). In year 3 and beyond, the Employee would receive the full \$1025 expense payment.

3. Duty Assignment Change - After 4/1/06, this applies only to civilian employees covered by this agreement. Sworn officers uniform costs are part of base salary effective 4/1/06.

If a member's duty assignment is changed during the course of the year requiring a change in the type of uniform that must be worn, and it is necessary for the member to purchase new or additional uniforms or clothing, the member may request of the Chief approval to receive an advance on the following year's clothing allowance. This advance shall not exceed 50% of the total allowance minus the maintenance portion. This request should not be unreasonably denied.

4. Termination Procedures - After 4/1/06, this applies only to civilian employees covered by this agreement. Sworn officers uniform costs are part of base salary effective 4/1/06.

When a member leaves the Department they must return to the Borough, at a minimum, their most recent set of clothing equal to the previously described list (except for shoes). (Persons employed prior to January 1, 1988, would be exempt from returning their leather coat as they had personally purchased it). Uniforms received in this way shall be provided, where possible, to a new member. Any reasonable alterations to these uniforms will be paid for by the Borough.

#### 5. General Rules

a. It is understood that the allowance is not intended to cover the purchase of equipment used

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by the officers such as service revolver, or other weapons, handcuffs, night sticks, flashlights, bulletproof vests, etc., which the Borough will be responsible for maintenance and replacement.

b. It is also understood that if there is a decision by the Borough to change the style or type of uniform to be worn by members which make uniforms previously purchased unacceptable to the Borough, then the Borough will supply each member with the initial quantity of new uniforms.

c. The Borough will also supply clothing and equipment required for initial Police Academy training.

d. Members of the Association clearly agree to adhere to appropriate standards of cleanliness and maintenance as set forth by the Chief of Police and understand that they must personally expend sums of money necessary to maintain the required appearance through acquisition and maintenance of uniform items even if their annual cost is greater than the annual expense payment by the Borough. All uniform items acquired by members must meet specifications set out by the Chief of Police. The Borough will endeavor to arrange for group purchases of acceptable uniform items to maintain uniformity whenever possible.

e. The Borough will, at its discretion, reimburse a member for uniform items damaged in the course of duty with proper proof and documentation for good cause shown.

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ARTICLE XII  
HOLIDAYS AND OTHER TIME-OFF

1. After one year of employment, all employees shall be entitled to a floating paid leave day for their birthday, regardless of their work schedule, to be used at their discretion and subject to the approval by the Chief of Police of his/her designee.
2. Patrol personnel, in addition to Section A above, shall receive fifty-six (56) hours of paid holiday leave to be used at their discretion and subject to the approval by the Chief of Police of his/her designee.
3. Detectives shall receive fifty-six (56) hours of paid holiday leave to be used at their discretion and subject to the approval by the Chief of Police of his/her designee.
4. Captains, Lieutenants, Meter Personnel and Administrative Assistant will receive the following days off as paid holiday leave:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Eight (8) Hour Floating Holiday	

5.
  - a. All sworn Police Officers for 2004 and 2005, and Parking Meter personnel for the term of this contract, shall receive forty-eight (48) hours [from 6, 8-hour days] of paid holiday leave at straight time in lieu of six (6) extra holidays, however these days to be worked and the dollar value of these days shall be included in the payroll of the first week in December. However, employees with less than six (6) months of service with the Haddonfield Police Department shall only be paid one (1) day for each month of service.
  - b. Effective 4/1/06, all sworn Police Officers will have the value of these holidays paid as part of their base wage and will no longer be compensated for holidays in the above manner.
6. The Administrative Assistant shall receive forty-eight (48) hours of paid holiday leave to be used at their discretion and subject to the approval by the Chief of Police of his/her designee, if they are assigned to work a forty (40) hour work week.
7. Police personnel eligible for time off in lieu of time off on holidays may choose to convert up to sixteen (16) hours off into additional paid time at straight time. The choice must be made in writing to the Chief of Police by the last day in September in each year. Payment for those days will be added to the payroll check for the initial six (6) paid leave days issued the first payroll in December.

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8. In addition to any Section above, any non-civilian personnel assigned to work an average forty-two (42) hour work week shall receive one hundred and four (104) hours of paid leave time per year, which shall be known and referred to as "Kelly Time". Employees shall use Kelly Time as floating paid leave days to be used at their discretion and subject to the approval by the Chief of Police of his/her designee.
9. Employees shall be permitted to take holiday leave and Kelly Time in four (4) hour blocks of time, however an employee requesting and receiving approval of a full day off in advance of the request of an employee requesting less than a full shift shall have priority. Employees requesting holiday leave and Kelly Time off for less than a full shift may only do so two (2) weeks or less in advance of the requested leave day.
10. Vacation requests supersede holiday time and Kelly Time off requests.
11. Holiday time off will be approved based on seniority on each platoon for up to seven (7) days (either 12 hour or 8 hour days, depending on their regular schedule) if the request is made by April 1<sup>st</sup> of each year. All other days off requested will be approved on a first come, first serve basis.
12. In the event a member shall be changed from one platoon to another, holiday requests submitted and approved will be honored.

Accepted by CLE (PBA rep) ZSC (Boro rep)

ARTICLE XIII  
PAID VACATIONS

1. Members are eligible for paid vacation as follows:

a. After completion of six months service, an employee shall receive one week.

b. After completion of one year's service, an employee shall receive two weeks each year. The vacation granted after one year's service shall be considered the vacation for the calendar year in which such service is completed. When the first year's service is completed after November 30, the vacation may be granted at any time during December.

c. After completion of seven (7) years of service, an employee shall receive three weeks each year.

d. After completion of thirteen (13) years of service, the employee shall receive four weeks each year.

2. Any employee who is eligible for four (4) weeks paid vacation in a particular year may, at his sole option, choose to convert one week's vacation into one week's regular pay. The choice must be made in writing to the Chief of Police by May 15 of that year. The employee will receive this extra week's pay with the first payroll in June.

3. For the Patrol Officers, and Patrol Sergeants, a week means four (4) twelve hour work days. For Captains, Lieutenants, Detectives, Meter personnel and Administrative Assistant, this means five (5) eight hour days. Vacations may be taken in conjunction with the regular days off.

4. Vacations must be taken in one week increments as defined above, except one week may be taken in single days if approved by the Borough Administrator upon the recommendation of the Chief of Police.

5. In general, a vacation cannot be accumulated beyond the current year. But, in unusual cases, the Administrator may approve accumulations. Requests for scheduling vacations beyond the current year must be in writing and approvals granted in writing.

6. Vacation scheduling will be handled as follows:

a. No two individuals from one platoon may go on vacation at the same time.

b. All requests for the first two (2) weeks of eligible vacation time must be submitted in writing by April 1 of each year. Where there are conflicts in dates requested within a platoon, seniority will determine what days are approved. Any individual who does not submit his or her request by April 1 will not have seniority rights for the first two weeks vacation.

Accepted by OLL (PBA rep) Lbc (Boro rep)

c. All requests for the balance of eligible vacation time must be submitted in writing by June 1 of each year. Where there are conflicts in dates requested within a platoon, seniority will determine what days are approved.

d. Anyone who receives military or PBA time off must notify the Borough as soon as the time and dates have been confirmed. Officers with military or PBA leave will receive first preference for the first two weeks and the balance of vacation time when requested prior to either the April 1 or June 1 cut off dates respectively as described above.

e. Vacation requests supersede holiday time off requests.

f. In the event a member shall be changed from one platoon to another, vacation requests submitted prior to June 1 of the calendar year will be honored.

g. Examples of scheduling (subject to d. above) :

1) The most senior member of platoon, entitled to four weeks vacation, submits dates for first two weeks by April 1. His request is automatically honored for those weeks. His request for two additional weeks is made by June 1 and no one else on the platoon has requested their first two weeks vacation at that time, his request is automatically honored.

2) Same as above for first two weeks, but his request for additional two weeks conflicts with one or both of first two weeks vacation time requested by less senior platoon member who submitted request by April 1. The less senior member's first two weeks request is honored and the senior member must submit an alternate request that does not conflict with any member of his platoon's first two weeks (as long as they were submitted by April 1).

3) Most senior member fails to submit request for first two weeks vacation by April 1. He submits dates by June 1. If they conflict with any platoon member's dates submitted by April 1, he must submit an alternate request that does not conflict. If he submits his request for his additional two weeks by June 1, his additional two weeks request is honored for those dates as long as they don't conflict with any approved first two weeks requests.

4) Same as above for first two weeks. If he submits a second two weeks request after June 1, those dates are approved on a first come, first serve basis following any other approved requests.

5) A member who is entitled to three weeks vacation and submits his first two weeks request by April 1, receives approval based on his seniority versus others in his platoon who submits by April 1. He then submits his request for his additional one week available, by June 1. He receives approval after all more senior platoon members, who submit requests by June 1, have all their additional vacation time approved.

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7. Normally, the only time an employee can take pay instead of a vacation is when he goes on extended military leave or when he separates from the Borough in good standing.
8. If a regularly scheduled Borough holiday occurs during an employee's vacation, the employee doesn't lose the holiday allowance. Instead, he gets either another day off or a regular days' pay at straight time rate. It is up to the Chief of Police to decide which of the two he gets. However, in almost all cases, time off is given.
9. If an employee gets sick after he starts his vacation, he cannot count the time he is sick as sick leave -- it is still vacation until the date he is scheduled to return to work.
10. If an employee gives two weeks notice when he resigns, he is paid for any unused vacation. If he does not give two weeks notice, the Administrator will decide whether or not he is paid.
11. If an employee is laid off, he is paid for any unused vacation.
12. If any employee is discharged, the Chief of Police or his authorized delegate and the Borough Administrator decide whether or not he is paid for any unused vacation depending upon the circumstances of his case:
13. In any case of separation, an employee who has vacation accumulated for a previous year is paid for it.

Accepted by oll (PBA rep) Lbc (Boro rep)

ARTICLE XIV  
SICK LEAVE

A. Definitions

(1) "Sick Leave" is defined as an allowance for non-work related disability resulting from any medically recognizable illness or condition.

(2) "Week" is defined as a calendar week of 7 consecutive days.

(3) "Active Employment" is defined as the time in which an employee is performing his or her job duties, or is absent with pay, or is absent due to a work related disability.

B. Length of Service

Sick leave shall be counted in work hours absent based on years of service and type of work schedule as follows:

Years of Service	8 Hour Work Day		12 Hour Work Day	
	Hours at Full Pay	Hours at Half Pay	Hours at Full Pay	Hours at Half Pay
Less than 6 months	0	0	0	0
Less than 1 year	40	40	42	42
Less than 2 years	80	80	84	84
Less than 3 years	120	120	126	126
Less than 4 years	160	160	168	168
Less than 5 years	200	200	210	210
Less than 6 years	240	240	252	252
Less than 7 years	280	280	294	294
Less than 8 years	320	320	336	336
Less than 9 years	360	360	378	378
Less than 10 years	400	400	420	420
Less than 11 years	440	440	462	462
Less than 12 years	480	480	504	504
Less than 13 years	520	520	546	546

Upon certification of a qualified physician, a member shall be entitled to up to 26 (twenty-six) consecutive weeks leave of absence due to illness whether paid or unpaid, regardless of length of service. A member with more then 13 (thirteen) years would be entitled to more than 26 (twenty-six) weeks in accordance with the above chart. A member qualifies for this leave under the Entitlement to allowance provisions below.

Accepted by      (PBA rep)      (Boro rep)



### C. Entitlement to Above Allowance

(1) To qualify for an allowance, an employee must have completed six (6) calendar months of service. This must include at least 26 weeks of active employment.

(2) The applicable non-work disability allowance is established on the first day of the absence. It is based on the service the employee has completed on that day, as shown on the above table. All absences due to non-work disability is charged against this allowance until the employee qualifies for a new allowance.

(3) A new allowance can be established in any one of the following ways, depending on which occurs first:

- a. By completing 13 weeks of continuous active employment or,
- b. By accumulating a total of 52 weeks of active employment--not necessarily consecutive--after full pay is exhausted, or
- c. By accumulating a total of 26 weeks of active employment--not necessarily consecutive--after both full pay and half pay have been exhausted.

(4) After an employee has qualified for a new allowance, it is again based on the years of service that has been completed on the first day of the next absence.

### D. Payments

(1) An employee is paid his regular salary until he has used up all his full pay allowance. For any subsequent absence he is paid at half rate until his half pay allowance is exhausted or he qualifies for a new allowance, or qualifies for the Long Term Temporary Disability Program.

### E. Long Term Temporary Disability Program

(1) Members are eligible for additional paid leave for non-work related temporary disability under the below listed schedule once all sick leave benefits, as provide above, are exhausted.

(2) To be eligible for this program, the member must provide acceptable medical proof of long term disability which is defined as a disability serious enough to require medically mandated absence from work for seven (7) calendar days or more.

(3) The first seven (7) calendar days of each period of disability is a waiting period and no payment is made. However, if the member is eligible by virtue of a medically mandated absence for seven (7) calendar days or more, payment is made retroactively to the start of the disability. No waiting period is required if the disability is a continuation of an absence that was previously covered by normal sick leave benefits and which covers a total period of seven (7) calendar days or more.

Accepted by OLL (PBA rep) Lpc (Boro rep)

Long Term Temporary Disability shall be counted in work hours absent based on years of service and type of work schedule as follows:

Years of Service	8 Hour Work Day		12 Hour Work Day	
	Hours at Full Pay	Hours at Half Pay	Hours at Full Pay	Hours at Half Pay
Less than 3 years	0	0	0	0
Less than 4 years	360	360	378	378
Less than 5 years	320	320	336	336
Less than 6 years	280	280	294	294
Less than 7 years	240	240	252	252
Less than 8 years	200	200	210	210
Less than 9 years	160	160	168	168
Less than 10 years	120	120	126	126
Less than 11 years	80	80	84	84
Less than 12 years	40	40	42	42
Less than 13 years	0	0	0	0
Less than 14 years	40	40	42	42
Less than 15 years	80	80	84	84
Less than 16 years	120	120	126	126
Less than 17 years	160	160	168	168
Less than 18 years	200	200	210	210
Less than 19 years	240	240	252	252
Less than 20 years	280	280	294	294
Less than 21 years	320	320	336	336
Less than 22 years	360	360	378	378
Less than 23 years	400	400	420	420
Less than 24 years	440	440	462	462
Less than 25 years	480	480	504	504
Less than 26 years	520	520	546	546
Less than 27 years	560	560	588	588
Less than 28 years	600	600	630	630
Less than 29 years	640	640	672	672
Less than 30 years	680	680	714	714

The method of calculating payment for the above shall be the same as for the regular sick leave.

F. Holiday During Sick Leave

If an employee is out sick both the working day before and the working day after a Borough Holiday that falls on a scheduled working day, the Holiday is charged to sick leave. No further payment is made for the Holiday.

Accepted by OLL (PBA rep) Zbc (Boro rep)

## G. Sick Leave Verification

When an Employee calls out on sick leave,

- 1a. The Borough may require/direct that Employee to be examined by a licensed physician of the Borough's choice and at their sole cost and expense, at any time the Employee notices the Borough that he/she is unable to work due to non-work related illnesses or injury provided the Employer has reasonable belief that the Employee is abusing or has a pattern of abusing sick leave.
- 1b. If the Employer's designated physician indicates that the Employee is able to come back to work, but the Employee's physician states he/she is not able to return, the Employee will return to work and the matter may be submitted to a third physician which is mutually selected by the parties'. The decision of the third physician shall be binding upon both parties. The cost of the physician shall be split.
- 2a. The Employee shall be required to notify the Employer of his/her place of confinement, which shall not be the Employee's vacation home or hotel, unless it is the employee's principle residence, unless a viable reason is provided to the Chief and provide a phone number where he/she can be reached at that location. The Employer shall be permitted to contact employees via telephone during their regularly scheduled shifts to verify their confinement. The Employer may not contact the Employee during hours when the Employee is not regularly scheduled to work for verification of confinement. Every employee shall be required to have an answering machine at their expense so that the Employer may call to request a return call. If the employee was unable to accept the Employer's call, he/she must return that call within three (3) hours. The Employee will also be then subject to another verification call. The Employer may not call the Employee more than once during the regularly scheduled shift the Employee was supposed to have worked, except per above.
- 2b. The Employer shall be permitted to visit the home of an Employee or make additional phone calls to confirm his/her confinement during the Employee's regularly scheduled hours of work, provided the Employer has an articulated suspicion (e.g. sounds like a party in the background when a call is made or the phone is not a land line) or the employee has not called back from their place of confinement within the allotted time. Should the Employee not respond to the personal visit the Employer has the right to revisit the Employee.
- 2c. Failure of the Employee to provide the Employer with his/her place of confinement with a valid telephone number or if the Employer is unable to verify the employee is at their place of confinement, it may result in the Borough determining the time is unapproved leave and no sick leave payments shall be made. This may be contested through the grievance procedure.

Accepted by Cil (PBA rep) Lbe (Boro rep)

#### H. Doctor's Certification

1. Any employee on sick leave for all or part of any three (3) scheduled duty shifts must submit to the Chief of Police, on the day of the employee's return to duty, a doctor's certification verifying the employee's prior physical inability to work and stating the medical reason.

2. (a) An employee who is still on sick leave at least 40 scheduled duty hours or seven (7) calendar days from the date of the initial absence, whichever comes first, must provide a satisfactory medical certification to the Chief or his designee by the end of the above described period.

(b) Such certification must describe the medical reason for the absence and a prognosis indicating when the doctor believes the employee can return to full duty.

(c) If an employee continues to be unable to return to duty beyond the time frame described above, regular medical reports, as described above, must be provided at frequencies determined by the Chief but no more frequently than weekly or the date of the next examination or date stated by the doctor in the medical certification.

(d) Prior to returning to duty after an absence as described above, a medical certification must be provided to the Chief or his designee stating that the employee is capable of performing all job functions and duties with no restrictions. A request to permit an employee to return to duty with any type of restriction must be approved by the Chief at the Chief's sole discretion.

#### I. Use of Unused Time Off with Sick or Disability Leave

After an employee's full rate regular sick allowance or full rate long term disability allowance has been used up, any unused comp time and/or holidays and/or vacation may be applied to the sick or long term disability leave at half rate concurrently with half rate sick or long term disability allowance. If the absence continues after sick leave or long term disability allowances are used up, any unused comp time and/or holidays and/or vacation may be applied to the sick or long term disability leave either at full rate or at half rate. The application of holiday and/or vacation allowance under either of these conditions is made by the Borough Administrator and the Chief or his authorized delegate.

Accepted by CLL (PBA rep) ZBC (Boro rep)

ARTICLE XV  
SICKNESS IN FAMILY

The Sickness in Family Allowance is intended to cover only those cases where the employee is urgently needed at home. When the Police Chief or his representative believes it is necessary, he has the authority to give up to six (6) eight hour days or four (4) twelve hour days per year to an employee because of sickness in his immediate family. The immediate family is:

- Parents
- Husband or Wife
- Children
- Brothers or Sisters
- Parents-in-Law

Accepted by ole (PBA rep) Lpc (Boro rep)

ARTICLE XVI  
ABSENCE FOR PERSONAL BUSINESS

- a. If the Police Chief or his representative believes that it is justified, he has the authority to allow an employee a maximum of the equivalent of five (5) eight hour days or four (4) twelve hour days off a year with pay for personal reasons (such as personal business which can't be conducted outside working hours). He should avoid giving personal time off to any employee with less than one year's service. In no case should he give personal time to cover sickness.
  
- b. No more than the equivalent of three (3) eight hour days or two (2) twelve hour days in a row may be given for personal time.
  
- c. A member may also request an unpaid leave of absence for non-medical personal reasons. This type of leave must be approved in advance by the Borough Administrator who shall have full discretion to grant or deny such request.
  
- d. Any employee shall be eligible to use available time under this Article during any of the seven (7) days immediately after the birth of his or her child or the adoption of a child into his or her immediate family. Where circumstances do not allow sufficient time to give advance notice, paid time off shall still be approved after the fact, however the employee shall make every effort to give advance notice to the Employer. This time off shall be permitted regardless of the number of other employees who might also have time off scheduled at the same time.

Accepted by OLL (PBA rep) Lse (Boro rep)

ARTICLE XVII  
DEATH IN THE FAMILY

Allowance

For each death in an employee's immediate family, the employee is entitled to two (2) shifts off with pay, one of which must be the day of the funeral, and the Chief of Police may approve up to two (2) additional shifts off with pay at his discretion. The granting of the additional time off is not automatic but depends on the circumstances of the case. The actual number of days approved will depend on the circumstances. The days do not have to be taken consecutively.

For this allowance, immediate family is defined as Parents, Spouse, Children, Siblings, Parents-in-Law, or Brothers or Sisters-in-Law.

For each death of an employee's grandparent, the employee is entitled to one (1) shift off with pay, which must be the day of the funeral. The Chief of Police may approve up to two (2) additional shifts off with pay at his discretion based on the same criteria as for immediate family per the above.

There may be cases where someone not on this list has an unusually close family tie to the employee. If so, the Chief of Police or his authorized delegate may approve granting the same allowance as provided for the death of a grandparent.

Holidays During Absence for Death in Family

If an employee is absent because of death in his family on both the day before and the day after a holiday that falls on a scheduled working day, the holiday absence is charged to the Death in Family Allowance.

Death in Family During Vacation

If there is a death in an employee's family during a scheduled vacation, the Death in Family Allowance is granted for the time considered necessary in each particular case. This won't be charged against vacation. The date of return from vacation may be extended by the number of days granted because of death in the family or the rest of the time may be taken at a later date.

Death in Family-Procedure to be Followed

The Borough wishes to be fair and considerate in the granting of time off with pay at a time of death in families of employees. However, it's necessary only in unusual cases for the full allowance to be taken. In order to arrive at a determination for a reasonable time off, the following procedure should be followed:

1. When a person reports a death in the family, they are naturally upset and usually do not know at that time the funeral arrangements.

Accepted by OLL (PBA rep) Lbe (Boro rep)

2. If it is requested, the Supervisor should give the person permission to leave work. At that time the individual should be instructed to get in touch with the Chief or his designee as soon as the funeral arrangements are known. It should be emphasized that the employee must talk with the Chief or his designee and not other employees when calling back.

3. Based upon the circumstances involved, a determination should be made when the return call is received regarding the number of additional days the person will not be available for work. If this procedure is not followed, the Chief of Police shall recommend to the Administrator which additional days off will be with pay and which without pay. Employees are to be allowed to request and use paid vacation or holidays at their choice.

In general, the following should be used as guides:

1. If the deceased is a member of the immediate family, that is, husband, wife, or child, more time will be requested.
2. If travel is involved, more time will be required.
3. For persons outside of the immediate family, less time should be required.

It should be remembered that the allowance for a death in the family is granted to allow individuals to make necessary arrangements and to attend services.

Accepted by OK (PBA rep) Loe (Boro rep)



ARTICLE XVIII  
MILITARY LEAVE

All employees are entitled to Military Leave in accordance with Federal and State Law.

Accepted by oll (PBA rep) Lbe (Boro rep)

ARTICLE XIX  
PBA BUSINESS

- A. Whenever any employee of the Borough who is a representative of the PBA is mutually scheduled by the PBA and the Borough Administrator or his/her designee to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation time.
- B. Authorized representatives of PBA Local No. 328 may enter the Borough's premises for the purpose of investigating and/or conferring on grievances and disciplinary actions and ascertain that the agreement is being adhered to, or hold PBA meetings, provided they adhere to the following procedure: Before conducting PBA business, the representative shall first advise the Borough Administrator or his/her designee and state the general purpose for needing to do PBA business on Borough property. If the proposed business will then interfere with the operation of a phase of the Borough function, it may be delayed for a reasonable period of time until a more appropriate time. Any meeting with an employee shall be as brief as possible, following which the employee will return to his assigned duties and the representative shall leave the premises. Any other PBA officer may be present for such meeting.
- C. The PBA shall have the right to designate officers from among their membership. The officer's authority with respect to this contract shall be limited to and shall not exceed the following duties and activities:
- (1). Investigate and confer on grievances and disciplinary actions in any working day for a reasonable period of time.
  - (2) The PBA shall be permitted to maintain a "PBA Bulletin Board" in the place where police officers normally gather (e.g. Squad Room) and in a place which must be approved by the Chief so long as it is reasonably accessible to all members for the purpose of communicating information generally and specifically related to the PBA and its members. The PBA shall not display any article or document which depicts pornography, caricatures of Borough personnel, race, creed, gender, or religion. However, they may place any document, article, memorandum, letter, note that pertains to the State and Local PBA, union issues, the Borough of Haddonfield, any protected document and any document available to the public. No prior approval from the Borough is required.
  - (3) The PBA shall be permitted to maintain a "PBA Filing Cabinet" in the Police Department in a place where in a place which must be approved by the Chief

Accepted by OLL (PBA rep) Lbc (Boro rep)

so long as it is reasonably accessible to all members for the purpose of maintaining PBA records, documents and other papers and generally related materials. No one but authorized PBA members shall be permitted access to these files, unless subject to a search warrant based on probable cause.

- D. Officers of the PBA may, on a limited and reasonable basis, use Borough telephones and facilities for PBA Local 328 business. The PBA's use of computers and fax machines shall be with the prior approval of the Chief or his/her designee
- E. Two members of the PBA Executive Board will be permitted to attend the New Jersey State PBA Convention, the New Jersey State PBA Mini-Convention, and the three (3) day State PBA Collective Bargaining Seminar. The Chief shall be given notice of the dates of these events as soon as they are known and confirmed.
- F. In addition to the above, the members of the PBA's Executive Board shall be permitted to use at their discretion, with proper notice to the Chief, no more than 180 hours per year of paid leave for the purpose of attending monthly State and County meetings, to carry out the duties of representing its members, and to administer the terms and conditions of the collective bargaining agreement. No more than two (2) officers at any time may take PBA leave without approval of the Chief. The employee shall use the minimum time necessary to meet his/her PBA obligation.

Accepted by oll (PBA rep) Lsc (Boro rep)

ARTICLE XX  
LABOR-MANAGEMENT MEETING

1. The Borough agrees to meet with the PBA once each quarter to discuss labor-management issues. These meetings shall be mutually selected and set in advance for consistency. The time an employee attends the meeting shall not be charged to the employee. Additional meetings may be scheduled whenever mutually agreed upon by both parties.
2. The PBA and the Borough shall provide each other with an agenda at least one (1) week prior to said meeting. This agenda shall set forth the issue to be discussed. Issues for discussion may be concerning any matter relating to the terms and conditions of employment.
3. These labor-management meetings shall not be for greater than three (3) hours in duration unless, both parties agree to continue and may not be attended by more than two representatives from the PBA.
4. All conclusions reached by the parties shall be reduced to writing.

Accepted by Clle (PBA rep) Lse (Boro rep)

ARTICLE XXI  
INSURANCE

1. GROUP MEDICAL

(a) The Borough will provide, at a minimum, group medical insurance equal or better than coverage provided through the New Jersey Health Benefits Traditional Indemnity Plan, available to all members. It is understood that coverage is currently provided through the Southern New Jersey Employee Benefits Plan coverage which meets this criteria.

(b) The Borough may seek to obtain alternate medical insurance coverage in the future that is better than the Health Benefits Plan, provided that the cost to the Borough as determined by the Borough, is no greater than the cost under the State Health Benefits Plan. The Borough will submit any alternate plan to the Association for approval, such approval shall not be unreasonably withheld.

(c) The above coverage is provided to all full time permanent employees at no cost to employee. Coverage for members of the employee's family is provided at no cost to the employee or his/her family for employees employed as of 12/31/97. Employees hired on or after 1/1/98 will be provided no cost coverage for the "employee only" during their first two years of employment. Members of his/her family can be provided coverage during this period if the new employee pays such costs through payroll deductions. After the two (2) year period, any payroll deductions for dependents covered will be eliminated and dependents not previously covered may be added, at the employee's request, at no cost to the employee.

(d) Employees will be offered the opportunity to enroll in HMO or other forms of medical insurance coverage other than traditional indemnity as provided above. It is understood that the Borough is only obligated to make available the number and types of HMO's or other alternative types of medical coverage required by Federal Law. However, the Borough will make its best faith effort to continue to make available to existing employees the same HMO's that were available under the State Health Benefits Plan. It is further understood that if the premiums for any alternate coverage per this paragraph are higher than the premiums charged for traditional indemnity coverage under the State Health Benefits Plan, the employee must pay any difference through payroll deductions.

2. GROUP DENTAL

(a) The Borough will provide dental insurance coverage as is currently provided through the Southern New Jersey Employee Benefits Plan, described as 100% preventative, 80% diagnostic & restorative, and 50% major coverage, through 3/31/98. As soon as is practicable after that date, coverage will be improved to provide 100% preventative, 100% diagnostic & restorative, and 80% major coverage in the current plan.

(b) The above coverage is provided to all full time permanent employees at no cost to the employee. Coverage for members of the employee's family is provided for employees employed as of 12/31/97. Employees hired on or after 1/1/98 will be provided no cost coverage for the

Accepted by      (PBA rep)      (Boro rep)

"employee only" during their first two years of employment. Members of his/her family can be provided coverage during this period if the new employee pays such costs through payroll deductions. After the two (2) year period, any payroll deductions for dependents covered will be eliminated and dependents not previously covered may be added, at the employee's request, at no cost to the employee.

(c) The Borough may seek to obtain alternate dental insurance coverage in the future that is better than the current, provided that the cost to the Borough, as determined by the Borough, is no greater than the cost under the State Health Benefits Plan. The Borough will submit any alternate plan to the Association for approval, such approval shall not be unreasonably withheld.

3. PRESCRIPTION DRUG INSURANCE

(a) The Borough will provide group prescription drug insurance through the Southern New Jersey Employee Benefits Plan. It is understood that under the plan in place from the inception of this agreement until the end of March 2006, those covered would pay the pharmacy \$4.00 for generic drugs and \$8.00 for obtaining name brand drugs. Effective as soon after April 1, 2006 as the Borough can arrange it, those covered would pay the pharmacy \$8.00 for generic drugs, \$15.00 for name brand drugs and \$35.00 for "non-preferred" drugs, as defined under the plan.

(b) The above coverage is provided to all full time permanent employees at no cost to employee. For employees employed as of 12/31/97, Coverage for eligible members of the employee's family shall be provided if the employee pays the required additional cost through payroll deductions as follows:

<u>Effective Date</u>	<u>Monthly Payroll Deduction</u>
4/1/2004	\$30
4/1/2005	\$30
4/1/2006	\$40
4/1/2007	\$45
4/1/2008	\$50

Employees hired on or after 1/1/98 must pay the full cost of coverage for members of his/her family during their first two years of employment. Such coverage can be provided during this period if the new employee pays such costs through payroll deductions. After the two (2) year period, any payroll deductions for dependents covered will be changed and dependents not previously covered may be added, at the employee's request, at the cost specified in the above paragraph.

(c) The Borough may seek to obtain alternate prescription insurance coverage in the future that is better than the current, provided that the cost to the Borough, as determined by the Borough, is no greater than the cost under the State Health Benefits Plan. The Borough will submit any alternate plan to the Association for approval, such approval shall not be unreasonably withheld.

Accepted by      (PBA rep)      (Boro rep)

4. COVERAGE AFTER RETIREMENT

The Borough will continue to provide medical and dental insurance coverage to a member and his/her family at no cost to the member and prescription coverage for the member only, provided that the member has at least 25 years credited service in the New Jersey State Pension System.

5. PENSION AND LIFE INSURANCE

The Borough will continue to provide the pension and life insurance benefits available with the State pension plan applicable to each member.

6. WORKER'S COMPENSATION

There will be no change in the Borough's policy of continuing salary for members who cannot work due to job related illness or injury as defined by State Law.

Accepted by oll (PBA rep) Lse (Boro rep)

ARTICLE XXII  
SEPARATION BENEFITS

The following outlines the method of calculating the benefits a member is entitled to at separation from the Borough. For this purpose, credited time is defined as the number of months or parts of months from the beginning of any calendar year. It includes the number of weeks unused vacation time available, added on to the final date of work. (For example: 1. If the separation date is February 1, and the member is entitled to 4 weeks vacation, credited time is to March 1 or 3 months. 2. If separation date is March 10 and member is entitled to 2 weeks vacation, credited time is to March 24 or 3 months).

1. Retirement - When a member formally retired from Borough employment under the State Pension law applicable at the time of retirement. In addition to receiving the appropriate State pension and medical insurance as provided by this agreement, he or she shall be entitled to the following:

a. Payment for unused time off as follows:

- 1) Vacation - all unused days available during that calendar year.
- 2) Birthday Holiday - If the actual date is before the end of the credited time.
- 3) 6 days pay in lieu of time off - one per month of credited time.\*\*
- 4) 6 days off in lieu of specific holidays (Detectives only). Pro-rated number of days rounded up to the next full day based on the number of months credited time.
- 5) 12 holidays (Patrol Personnel only) - One (1) per month of credited time.
- 6) Additional Personal Day - Received with no time restriction.
- 7) Compensation time - all unused days available.

\*\* For retirements by sworn officers after 4/1/06, there will be no payment per the above for days pay in lieu of time off for sworn officers as this has been rolled into their base pay.

b. Payment for clothing allowance\* - If retiree is on active duty when annual allowance is paid the member receives the full allowance. If the member retires before payment of the allowance, he or she will receive, at their retirement, a percentage of the allowance as follows:

- 1) 25% of the annual allowance - for up to one month credited time.
- 2) 50% of annual allowance - for up to two months credited time.
- 3) 75% of annual allowance - for up to three months credited time.
- 4) 100% of annual allowance - for four months or more credited time.

\*For retirements by sworn officers after 4/1/06, there will be no payment per the above for clothing allowance as the allowance for sworn officers has been rolled into their base pay.

2. Voluntary Separation before Retirement in Good Standing - When a member resigns or is otherwise separated after having given a least two weeks notice, he or she shall be entitled to the following:

Accepted by OLL (PBA rep) Lze (Boro rep)



a. Payment for unused time off:

- 1) Vacation - pro-rated number of weeks based on number of months since anniversary date.
- 2) All other days - same as for retired member.

b. Payment for clothing allowance\*:

- 1) Full payment if separation date is after payment of allowance.
- 2) No payment if separation date is before payment of allowance.

\*For voluntary separation before retirement by sworn officers after 4/1/06, there will be no payment per the above for clothing allowance as the allowance for sworn officers has been rolled into the base pay.

3. Voluntary separation not in Good Standing - When a member resigns and does not give at least two weeks notice, he or she shall be entitled to the following:

a. Payment for unused time off:

- 1) Vacation - determined by the Police Chief or his designee and the Borough Administrator at their sole discretion.
- 2) Birthday holiday - If actual date is before actual separation date.
- 3) 6 days pay in lieu of time\*\*, 6 days off in lieu of specific holidays (Detectives) or 12 holidays (Patrolman) and an additional personal day. Total days to be allowed based on per month or portion of month of actual service in the calendar year, as determined by the Police Chief or his designee and the Borough Administrator at their sole discretion.

\*\* For voluntary separation not in good standing by sworn officers after 4/1/06, there will be no payment per the above for days pay in lieu of time off for sworn officers as this has been rolled into their base pay.

- 4) Payment for clothing allowance - same as voluntary separation.

4. Involuntary Separation in Good Standing - When a member is laid off, or in the case of death of a member in the Line of Duty, he or she shall be entitled to the following:

a. Payment for unused time - Same as a retired member.

For a member laid off, however, if recalled before the end of the calendar year, no further payment will be made for time lost. In the case of death of a member in the Line of Duty, where all time owed is used up at the time of death, payment will be made to the estate of the member for the full weekly salary at the rate of one additional week for every five (5) years of service with the Borough to a maximum of four (4) weeks.

b. Payment for clothing allowance\*:

Accepted by CLL (PBA rep) Lse (Boro rep)

- 1) Full payment if separation date is after payment of allowance.
- 2) Pro-rated payment for number of months during calendar year before separation and after recall.

\*For involuntary separation by sworn officers after 4/1/06, there will be no payment per the above for clothing allowance as the allowance for sworn officers has been rolled into the base pay.

c. The Borough will reimburse the estate or the survivors for funeral expenses, up to a maximum of \$5,000, upon submission of proper proof of expenses.

5. Involuntary Separation not in Good Standing - When a member is dismissed, he or she shall be entitled to the following:

- a. Payment for unused time - The Police Chief or his designee and the Borough Administrator, or the Board of Commissioners, at their sole discretion, shall determine if any payment shall be made.
- b. Payment for clothing allowance - same as voluntary separation.

Accepted by OLL (PBA rep) Lbc (Boro rep)

ARTICLE XXIII  
TEMPORARY EMPLOYMENT OF PERSONNEL

1. Temporary personnel can only be used under the following guidelines:
  - a. Meter, Records, Dispatch personnel, and Administrative Assistant must be out of work at least ten (10) sick days, or on a disability.
  - b. Temporary personnel will receive no benefits or sick days.
  - c. Temporary personnel can work for a period of not longer than 26 weeks per year and/or until disability runs out.
  - d. Temporary personnel must have adequate training before being hired.
  - e. Temporary personnel will receive not more than the up to the six months salary.
  
2. Temporary Police Officer can only be used under the following guidelines:
  - a. Regular officer must be out of work on disability, long term sick leave or from an injury on duty for at least thirty (30) work days.
  - b. Temporary officer must be a full time P.T.C. certified police officer (Class II or Special officer is ineligible).
  - c. Temporary officer will receive no benefits or sick days.
  - d. Temporary officer will not be able to work longer than 26 weeks or until officer disability runs out.
  - e. Temporary officer must satisfy the same orientation program that is outlined for all police personnel including psychological testing and firearms qualifications through the Borough of Haddonfield.

Accepted by OLL (PBA rep) Lbc (Boro rep)

ARTICLE XXIV  
GRIEVANCE PROCEDURE

1. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

The parties agree that prior to the PBA filing a grievance or unfair practice charge the parties will request a meeting of the Labor/Management Committee for informal discussion. This action, when taken, shall automatically stay any time requirements set forth for filing.

2. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by the PBA on behalf of an individual, or group of individuals, or the Borough.

3. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Borough initiated grievances which will proceed in accordance with Section 4, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP 1:

The complainant shall submit, in writing, a signed statement of grievance to the Chief of Police within 15 calendar days after knowledge of the event giving rise that the grievance has occurred. The Chief of Police shall set a meeting within 15 calendar days after receipt of the request. This meeting shall be between the Chief of Police and the complainant and with an Association representative, if requested by the complainant. The Chief of Police's answer to this step shall be delivered to the complainant with a copy to the Association, if the Association representative attended the meeting, within 15 calendar days after the meeting.

STEP 2:

If the complainant is not satisfied with the handling or result of the grievance at the First Step, the complainant may, within 10 calendar days of the receipt of the Step 1 answer, submit, in writing, a notice together with a signed statement of the grievance to the Borough Administrator requesting a ruling on the grievance. A meeting shall be set within 20 days after the Borough Administrator has received the request for a ruling. At such meeting, the complainant may

Accepted by OLL (PBA rep) Lsc (Boro rep)

appear with counsel and a representative of the Association, if requested by the complainant. The Borough Administrator's ruling shall be delivered to the complainant with a copy to the Association, if in attendance at the meeting, within 15 calendar days after said meeting.

STEP 3:

If the aggrieved person is not satisfied with disposition of the grievance by the Borough Administrator, the complainant may, within 10 calendar days of receipt of the Step 2 answer, submit, in writing, a notice together with a signed statement of the grievance to the Director of Public Safety requesting a ruling on the grievance. A meeting shall be set within 20 days after the Director of Public Safety has received the request for a ruling. At such meeting, the complainant may appear with counsel and a representative of the Association, if requested by the complainant. The Director of Public Safety's ruling shall be delivered to the complainant with a copy to the Association, if in attendance at the meeting, within 15 calendar days after said meeting.

STEP 4:

- a. If the aggrieved person is not satisfied with disposition of the grievance by the Director of Public Safety, the grievance may be submitted to binding arbitration within thirty (30) days after the expiration of Step 3.
- b. A request for a list of arbitrators shall be made to the Public Employees Relations Commission by the grieving party and both parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.
- c. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s).
- d. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify and provision of this Agreement or impose on any party hereto to a limitation or obligation not provided in this Agreement.
- e. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be final and binding upon the parties.
- f. The cost of the arbitrator's fee shall be borne equally by the parties. Any other cost shall be borne by the party incurring it.

4. BOROUGH GRIEVANCES

Grievances initiated by the Borough shall be initiated by a signed statement by the Borough Administrator of the grievance filed directly with the Association within 10 calendar days after the event giving rise that the grievance has occurred. A meeting shall be held within 10 calendar

Accepted by                      (PBA rep)                      (Boro rep)

days after the filing of the grievance between the representatives of the Borough and the Association in an earnest effort to adjust the differences between the parties. In the event the matter is not resolved, the Borough may proceed as provided in Step Four, above.

Accepted by OLL (PBA rep) Lsc (Boro rep)

ARTICLE XXV  
VEHICLE USE

Only the current individual holding the rank of Captain in the department shall continue to be permitted to have use of a Borough Police Department vehicle to drive both to and from work from his home. Upon retirement or termination of the current Captain, this benefit shall be terminated.

Accepted by OK (PBA rep) LSC (Boro rep)

ARTICLE XXVI  
AGREEMENT OF CONTENTS AND SIGNATURES

This writing contains the entire Agreement of the parties and shall not be enlarged, diminished or modified in any way without the expressed written approval of both parties.

Witnessed our hand and sealed this 15<sup>th</sup> day of June, 2006.

BOROUGH OF HADDONFIELD

By Letitia P. Colomb.  
Mayor

Attested by Ganna Speck

HADDONFIELD POLICE OFFICERS ASSOCIATION (PBA Local 328)

By Albelli  
President

Attested by BR