

Agreement

between

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Township of Egg Harbor  
Atlantic County, New Jersey

and

New Jersey State Policemen's Benevolent Association, Inc.  
Mainland Local #77

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**January 1, 2006 through December 31, 2008**

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## AGREEMENT

This Agreement entered into this \_\_\_\_ day of October 2006, by and between **TOWNSHIP OF EGG HARBOR**, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" or its successors, and **NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., MAINLAND LOCAL #77**, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Township and the Association.

## ARTICLE I

### PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968, as amended by Chapter 123, P.L., 1974, (N.J. Rev. Stat. 34:13A-5.1 et seq) of the State of New Jersey to promote and ensure harmonious relations, cooperation, and understanding between the Township and its Police Officers; to provide for the resolution of legitimate grievances, to prescribe the rights and duties of the Township and Police Officers, all in order that the public service shall be expedited and effectuated in the best interests of the people of Egg Harbor Township.

## ARTICLE II

### EMPLOYEE REPRESENTATIVE

#### A. Majority Representative

1. The Township hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all full-time Patrolmen, Sergeants and Lieutenants employed in the Township of Egg Harbor Police Department, but excluding all other personnel employed in the Township of Egg Harbor Township Police Department, and all other Township employees.
2. The title "Police Officer" shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to plain clothes.

#### B. Stewards

1. One (1) Steward, named by the Association for the duration of this Agreement, shall be excused by the Chief of Police to attend regular meetings of the Association which occur monthly.
2. It is understood that the Steward shall return to duty immediately following said meeting.
3. In the event that the Steward is unavailable due to illness, or on vacation, the alternate shall assume his/her duties and attend such meetings.
4. The name of the Steward and his/her alternate shall be registered with the Governing Body and with the Chief of Police.

C. Contract Negotiations

One (1) shop steward and three (3) other members of the bargaining unit will be excused from duty to attend contract negotiation sessions. It is understood that all four (4) police officers shall return to duty immediately following said negotiation session.



## ARTICLE III

### GRIEVANCE PROCEDURE

- A. 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 employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any Police Officer having a grievance to discuss the matter informally with any appropriate member of the Department.
- C.
  - 1. The term "grievance" as used herein means an appeal by an individual Police Officer or the Association on behalf of an individual Police Officer or group of Police Officers, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
  - 2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

**Step One:** The aggrieved or the Association shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved Police Officer and the Chief of Police or his/her designated representative for the purpose of resolving the matter informally. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

**Step Two:** If no agreement can be reached orally within ten (10) work days of the initial discussion with the Chief of Police, the Police Officer or the Association may present the grievance in writing within ten (10) work days thereafter to the Chief of Police or his/her designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Chief of Police or his/her designated representative will answer the grievance in writing within ten (10) work days of receipt of the written grievance.

**Step Three:** If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Township Committee or its designated representative within ten (10) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township

Committee or its designated representative will schedule a meeting with the employee and a union representative within fifteen (15) work days after receipt of the written submission. The Township Committee or its designated representative shall respond in writing, to the grievant, within twenty (20) work days of said meeting.

**Step Four:** If the grievance is not settled through Steps One, Two, and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission (PERC) within twenty (20) work days thereafter. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- E.
  - 1. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.
  - 2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved 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 any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- F. Upon prior notice to and authorization of the Township Committee, the

designated Association Representatives shall be permitted as members of the Grievance Committee to confer with Police Officers and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of Police Officers, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Egg Harbor Police Department or require the recall of off-duty Police Officers.

- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

## ARTICLE IV

### NON-DISCRIMINATION

- A. The Township and the Association agree that there shall be no discrimination against any Police Officer because of race, creed, color, religion, sex, national origin or political affiliation.
- B. The Township and the Association agree that all Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any Police Officer organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any Police Officer because of the Police Officer's membership or non-membership or activity or non-activity in the Association.

## ARTICLE V

### BULLETIN BOARDS

- A. The Association shall have the use of the bulletin board located in the Police Department Headquarters for the posting of notices relating to Association meetings, official newsletters of the Association and other materials approved by the Chief.
- B. Only material authorized by the signature of the Association President or a designated representative (whose name shall be provided in writing to the Township upon the execution of this Agreement) shall be permitted to be posted on said bulletin board.

## ARTICLE VI

### DUES DEDUCTION AND AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its Police Officers, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with NJSA (R.S.) 52:14-15.9e, as amended.
- B. A checkoff shall commence for each Police Officer who signs a properly dated authorization card, supplied by the Association and verified by the Township Treasurer during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its member showing the authorized deduction for such Police Officer, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "checkoff authorization" form and the Association will secure the signatures of its members of the forms and deliver the signed forms to the Township Clerk.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deduction in accordance with NJSA 52:14-15.9E as amended.

- F. The Township agrees to deduct the fair share fee from the earnings of those Police Officers who elect not to become members of the Association and transmit the fee to the majority representative.
- G. The deduction shall commence for each Police Officer who elects not to become a member of the Association during the month following written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed 85% of the regular membership dues, fees and assessments.
- I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the Police Officers it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- J. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all Police Officers within the unit, the



information necessary to compute the fair share fee for services enumerated above.

- K. The Association shall establish and maintain a procedure whereby any Police Officer can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- L. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deductions.
- M. Membership in the Association is separate, apart and distinct from the assumption by or of the equal obligations to the extent that he/she has received equal benefits. The Association is required under this Agreement to represent all of the Police Officers in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the Township after it has satisfied itself that the Association is a proper majority representative.

## ARTICLE VII

### ENLISTMENT AGREEMENT

- A. All newly hired Police Officers will receive Police Academy training at Township expense, and shall reimburse the Township for the costs of training and for such additional expense incurred by the Township in connection with said employment and Academy training, provided said Police Officer terminates his/her employment with the Township within three (3) years from the date of completion of the Police Academy and becomes employed elsewhere in police-related work.
- B. All newly hired police officers shall be considered probationary and will be required to successfully complete the Egg Harbor Township Police Department Field Training Program. Those newly hired police officers who do not successfully complete the Field Training Program as prescribed by the Egg Harbor Township Police Department shall be subject to dismissal without formal departmental charges or a hearing.
- C. In lieu of itemizing expenses, the Township and Association agree that the maximum reimbursement required of any Police Officer terminating employment with the Township shall be Ten Thousand Dollars (\$10,000). Reimbursement shall be calculated on a pro-rated, per diem basis. The maximum reimbursement amount shall be reduced by the per diem rate for every day the Police Officer retains his/her employment with the Township, up to the 3-year period which commences with the Police Officer's completion of the Police Academy.

- D. There shall be no reimbursement required in the event the Police Officer is terminated or separated from employment with the Township for any of the following reasons:
1. Involuntary separation for reasons beyond the Police Officer's control, such reasons not being due to misconduct or personal delinquency during the 3-year period.
  2. Election to resign rather than to submit to a separation proceeding, provided that the reason for the pending separation is not misconduct or personal delinquency.
  3. Receipt of orders to report for military service, other than training duty, upon submission of proof to the Township.
  4. Disability impairing full performance as a Police Officer. The Police Officer must submit to the Township acceptable medical evidence verifying said disability. If the Township disputes the medical evidence, then the Police Officer shall be sent to a physician mutually agreed upon by the Association and the Township. The cost of the physician shall be equally borne by the parties. The decision of this physician shall be final and binding.
  5. Any other reason deemed acceptable to the Township in its discretion.
- E. In the event the Police Officer is separated for personal delinquency or misconduct, he/she shall be required to reimburse the Township for basic training and additional expenses incurred by the Township as enumerated in Sections A

and C above.

## ARTICLE VIII

### MANAGEMENT RIGHTS

A. The Township of Egg Harbor 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:

1. The executive management and administrative control of the Township Government and its properties and facilities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as made from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of Police Officers needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the Police Officers to require compliance by the Police Officers is recognized.
4. To hire all Police Officers, and subject to the provisions of law, to

determine their qualifications and conditions of continued employment, and to promote and transfer Police Officers.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any Police Officer for good and just cause according to law.
6. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effect operation of the Department.

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment 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 express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

## ARTICLE IX

### STRIKES

- A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any Police Officer from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the Police Officer's duties of employment) work stoppage, slow-down, walk-out or other illegal job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.
- B. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned, or support any such action by any other employees or group of employees of the Township, and that the Association will publicly disavow such action and order all such employees who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association's order. Nothing herein shall be construed to restrict the Police Officer's rights under the First Amendment of the United States Constitution.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the

Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of a breach by the Association or its members.



## ARTICLE X

### POLICEMEN'S RIGHTS

- A. Elected representatives of the Association shall be permitted time off from their regularly scheduled working hours to attend negotiating sessions, grievance sessions and regular meetings of the Association Management Committee.
- B. Police Officers shall be made aware of any reports or charges concerning them, and must receive a copy of said reports or charges within fifteen (15) working days of the filing of such. Police Officers shall not be compelled to make any verbal or written statement until they have had the reasonable opportunity to consult an attorney and the Association.
- C. Police Officers shall not be suspended or suffer any loss in benefits until after the Police Officer has had a departmental hearing and has been found guilty except in cases of severe nature when the superior officer in charge deems the suspension of the Police Officer an immediate necessity for the safety of the public, or the welfare of the Department. The superior officer shall then immediately submit a written report explaining such action the Chief of Police, and a copy of this report will be made available to the Association on request. The Police Officer suspended shall be given a hearing; and if found guilty, shall have the right to appeal his/her suspension through the Grievance Procedure in Article III of this contract.
- D. Charges may be filed against a Police Officer and disciplinary action taken for any alleged misconduct. Such charges and action may be brought and taken within a

reasonable period of time following the date on which the Township knew of such misconduct. This reasonable period shall generally be forty-five (45) days, but shall be enlarged in circumstances requiring further investigation into the alleged misconduct, its extent, or related matters, or for any other good cause shown.

- E. During the term of this Agreement, the following equipment will be properly maintained by the Township.
  - 1. Protective screens will be installed in all marked patrol vehicles, except K-9, detective, and traffic.
  - 2. All police vehicles will have air-conditioning units.
  - 3. Police vehicles required to be used on duty will be in good (safe) working condition. Any vehicle not considered to be in safe working condition by the Shift Commander will not be used for duty until the condition is corrected.
  
- F. Police Officers will be permitted a forty-five (45) minute dinner break each nine (9) hour tour of duty. It is further agreed that Police Officers may take personal breaks as needed, and at least one (1) ten (10) minute break during each four (4) hours of duty.
  
- G. All Police Officers will be allowed to attend training schools on the basis of seniority and the need of the Police Department as determined by the Chief of Police. It is the responsibility of the Chief of Police to send as many Police Officers as possible to schools/seminars each year. Patrol cars are available to be used as transportation to and from any training school.

- H. When making Departmental assignments or re-assignments, the Chief of Police will consider the Police Officer's time and service, educational background and job experience.
- I. It is agreed that the Officer in Charge on each shift while on duty will have access to the Police locker, where emergency equipment such as riot guns, ammunition, tear gas, bullet proof vests, riot helmets and the like are kept, so that the public welfare and the safety of the Police Officers can be maintained in emergencies.
- J. Shooting qualification standards and procedures shall be those as determined by the Attorney General of the State of New Jersey for firearms qualifications and re-qualifications for New Jersey Law Enforcement personnel.
- K. The Township agrees to provide every Police Officer, while on duty, a portable radio in good working condition.
- L. The Township shall provide, at its expense, an attorney from the approved list of attorneys to be used. Said list shall be approved by the Governing Body of the Township and maintained by the Chief of Police and Mayor. All Atlantic and Cape May County attorneys who are listed on the PBA legal protection plan will be included on said list approved by the Governing Body. The attorney chosen shall be used for any criminal action or legal proceeding brought against any Police Officer while in the performance of his/her duties. In the event an attorney's name does not appear on the approved list requested by the Police Officer, it shall be the final determination of the Township Committee to approve or disapprove said attorney.

M. The Township shall maintain the Police fitness facility as it currently exists. Each year the Township shall be responsible for maintaining the existing equipment. New equipment and supplies will be purchased annually up to a limit of fifteen hundred dollars (\$1,500). Requests of the equipment and supplies shall be made by the shop steward.

## ARTICLE XI

### PERSONNEL FILES

- A. The Township shall establish personnel files or confidential records which shall be maintained under the direction of the Chief of Police.
- B. Police Officers covered under this Agreement may, by reasonable request during normal business hours, review in the presence of the Chief of Police or his/her designee, any written evaluation reports or written complaints which may be contained in his/her personnel file. The request must be made through the normal chain of command.
- C. Whenever a written complaint concerning a Police Officer is placed in his/her personnel file, a copy shall be furnished to him/her and he/she shall be given the opportunity to rebut same in writing if he/she so desires.
- D. Any material in a personnel file that has not been subject to a departmental hearing shall be grievable up to and including Step Three of the Grievance Procedure.

## ARTICLE XII

### PERSONAL DAYS

- A. Three (3) days a year of leave may be used for personal, business, household, or family matters described in this Section and shall be non-accumulative.
- B. Business means an activity that requires the Police Officer's presence during the workday and is of such nature that it cannot be attended to at a time outside of the workday.
- C. Personal, household, or family refers to matters when a Police Officer's absence from duty is necessary for the welfare of the Police Officer or his/her family.
- D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least forty-eight (48) hours in advance, except where circumstances prohibit the giving of such notice. Approval or denial of said request must be done within forty-eight (48) hours of receipt of application.
- E. Personal days may be taken any time during the year, except a holiday unless approved by the Chief of Police. Only one (1) personal day may be taken during the month of December.
- F. Personal days will not be deducted from vacation, holiday, or sick leaves.

**ARTICLE XIII**

**VACATIONS**

- A. A Police Officer during his/her first year of employment shall be entitled to one-half (1/2) working day vacation for each month of service up to and including December of his/her initial year. Thereafter, he/she shall be entitled to a paid vacation according to the following schedule:

<i>Years of Service</i>	<i># of Vacation Days Granted</i>
1 through 5 years	14
6 through 10 years	17
11 through 15 years	20
16 through 20 years	22
21 through 25	27
26 and over years	32

Effective January 1, 2007, the vacation leave schedule shall be revised as follows:

<i>Years of Service</i>	<i># of Vacation Days Granted</i>
2 through 5 years	14
6 through 10 years	17
11 through 15 years	20
16 through 20 years	22
21 through 25	27
26 and over years	32

- B. It is the intent of the Article to assure Police Officers covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. Police Officers will not be recalled to duty while on vacation except in extreme emergencies declared by the Chief of Police.
- C. Accrued vacation leave shall be compensated for when the Police Officer becomes separated, either voluntarily or involuntarily from the Township service, unless the Police Officer terminates service without giving two (2) weeks notice to the Chief of Police.
- D. Vacations may be accumulated from one (1) year to the next up to a total of thirty (30) days.
- E. In the month of January it will be the responsibility of the Chief of Police to issue a statement to each Police Officer listing the unused vacations accumulated from previous years, along with the vacation days due for the current year.
- F. Police Officers may apply to the Township Treasurer to receive a special advance pay when going on a vacation of ten (10) days or more. However, the Police Officer must first obtain written permission from the Township Committee.
- G. Police Officers will be able to take their vacations any time during the year. Vacations according to each shift or division will be picked on a seniority basis through April 30 of the calendar year. The vacation schedule shall be posted by



May 15 of each year. After April 30, vacation request shall be scheduled on a first-come, first-served basis. Police Officer must given seven (7) days notice prior to start of their requested vacation to the Chief of Police. The approval or denial of said request shall be done within seven (7) days of receipt of application. The Chief may, at his sole discretion, waive the seven (7) day notice requirement.

- H. It is agreed that only one (1) Police Officer on each shift will be permitted on vacation at any one time. More than one (1) Police Officer on each shift may be permitted on vacation at the same time at the sole discretion of the Chief of Police.
- I. The annual use of accrued vacation must be utilized by each Police Officer in the following manner:
  - 1. Police Officers holding less than ten (10) days must use the total accrued vacation within the year.
  - 2. Police Officers holding ten (10) or more days must use at least ten (10) days within the year.
  - 3. Police Officers may take five (5) individual days per year. Remaining days taken must be in blocks of three (3) or more continuous days. The five (5) individual days may be taken day by day providing that the Police Officer gives seventy-two (72) hours notice. Approval or denial of said request must be done within seventy-two (72) hours of receipt of application.
- J. Any Police Officer who terminates his/her employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation

time and/or vacation pay on a pro-rated basis.

- K. At the option of the Township, the Township may buy back accumulated vacation leave at a rate-per-day offered by the Township. Police Officers wishing to participate in the buy-back program must maintain at least twenty (20) days in their vacation account at the time of buy-back.

## ARTICLE XIV

### SICK LEAVE

- A. Sick leave is hereby defined to mean absence from post of duty by a Police Officer because of illness, accident, exposure to contagious disease, or attendance upon a member of the Police Officer's family, seriously ill, requiring the care of attendance of such Police Officer.
- B. Any Police Officer who shall be absent from work for three (3) or more consecutive working days due to an illness, or leave and attendance of a member of the Police Officer's immediate family be required to submit acceptable medical evidence substantiating the illness.
- C. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.
- D. Sick leave shall accrue for regular full-time Police Officers at the rate of one (1) day per month during the first calendar year of employment and fifteen (15) working days in every calendar year of employment thereafter, and shall accumulate from year to year. A maximum of two hundred and twenty (220) days shall accumulate for terminal leave pay-out purposes only. Otherwise, accumulation shall be unlimited.
- E. In the month of January it will be the responsibility of the Chief of Police to issue a statement for each Police Officer listing the amount of sick days unused during the year and the total accumulated days unused during the Police Officer's employment.

- F. It is agreed that when a Police Officer reports for work and is forced because of illness to leave work after working at least two (2) hours, the maximum deduction the Police Officer's sick leave will be one-half (1/2) days.
- G. If a Police Officer is absent from work for reasons that entitle him/her to sick leave, the Chief of Police shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he/she is absent, except in case of emergency. Failure to so notify may be cause for denial of the use of sick leave for that absence and constitute cause of disciplinary action.
- H. 1. The term "immediate family" for the purpose of this Article shall include father, mother, step-parent, spouse, domestic partner, child, foster child, if any, and relative residing in the Police Officer's household.
2. A "Domestic Partner" is defined as an individual having a mutually acknowledged monogamous relationship with another. The relationship must be recognized by fellow employees as being equivalent to marriage. A domestic partner must have established the same legal residence with the employee for a period of no less than eighteen (18) months and present proof thereof in the form of a valid driver's license or other legal document acceptable to the Township. A domestic partner shall be listed as a beneficiary on the employee's life insurance policy.
- I. Any Bargaining Unit Police Officer may, at his/her option, transfer up to three (3) sick days per year to the accumulated sick leave of any other Bargaining Unit Police Officer. The number of days transferrable is limited to a total of one (1)

sick day per year to any one (1) member of the bargaining unit. Said transfer shall be made in writing to the Township Treasurer.

- J. Employees, at their option, may be paid up to 50 percent of their annual unused sick leave from the preceding year at that year's rate as long as their sick leave balance is no more than seventy-four (74) days. Such payment shall be made no later than March 15 of the year of application. The sick leave payment cannot cause the amount of days accumulated to drop below twenty-five (25) days.
- K. Employees shall be paid for 50 percent of their annual unused sick leave from the preceding year at that year's rate whenever their sick leave balance equals or exceeds seventy-five (75) days. Such payment will be made no later than March 15 of the year of application.
- L. Employees, at their option, may be paid for a maximum of twenty-five (25) sick days from their sick leave bank if that balance is seventy-five (75) days or greater as of December 31 of that year. Payment shall be made at the preceding year's rate no later than March 15 of the succeeding year. If an employee exercises this option, Section K does not apply.

**ARTICLE XV**

**TERMINAL LEAVE**

- A. 1. Upon a Police Officer's retirement, or honorable termination of employment, said Police Officer shall be compensated for his/her accumulated sick leave up to a maximum of two hundred twenty (220) days as provided below:

<i>Years of Service</i>	<i>% of Maximum Days Allowable</i>
1-3 years	0%
4-6 years	25%
7-10 years	50%
11-15 years	75%
16 years and over	100%

2. Payments made under paragraph J, K, and L of Article XV for sick leave buy back cannot cause the amount paid under this Article to exceed in the aggregate, the maximum number of days that the employee would have been entitled to in the absence of a yearly buy-back provision.
- B. Upon the death, on or off duty, of a Police Officer, said Officer's beneficiary shall receive one hundred percent (100%) reimbursement for unused sick leave up to a maximum of two hundred and twenty (220) days, subject to paragraph A.2 above.
- C. Such Police Officer will be allowed to take his/her accumulated sick leave as authorized days off from his/her regular schedule with full pay. Any Police Officer separated from service shall be entitled to terminal leave pay unless such

separation is a result of disciplinary action which is not appealed, or in the event of an appeal, is sustained by a court or tribunal of competent jurisdiction.

## ARTICLE XVI

### FUNERAL LEAVE

- A. In the event of death in the Police Officer's immediate family, the Police Officer shall be granted time off without loss of pay commencing no later than day of funeral, but in no event to exceed five (5) consecutive calendar days.
- B.
  - 1. The term "immediate family" shall include only father, mother, step-parent, father-in-law, mother-in-law, grandparents, sister, brother, spouse, domestic partner, child, foster child of any Police Officer and relatives residing in his/her household.
  - 2. A "Domestic Partner" is defined as an individual having a mutually acknowledged monogamous relationship with another. The relationship must be recognized by fellow employees as being equivalent to marriage. A domestic partner must have established the same legal residence with the employee for a period of no less than eighteen (18) months and present proof thereof in the form of a valid driver's license or other legal document acceptable to the Township. A domestic partner shall be listed as a beneficiary on the employee's life insurance policy.
- C. Funeral leave may be extended beyond the five (5) working-day period without pay at the sole discretion of the Chief of Police.
- D. The above shall not constitute sick leave and shall not be deducted from the Police Officer's annual sick leave or vacation leave.
- E. If a Police Officer dies while in the employ of the Township, the Police Officer's



beneficiary shall receive payment within thirty (30) days of the Police Officer's death of the \$3,000 life insurance policy provided by the Township.

## ARTICLE XVII

### INJURY LEAVE

- A. In the event a Police Officer becomes disabled by reason of work-related injury or illness and is unable to perform his/her duties, then, in addition to any sick leave benefits otherwise provided for herein, the Police Officer shall be entitled to full pay for a period to coincide with workman's compensation salary benefits. The Police Officer shall surrender and deliver any workman's compensation salary payments to the Township's Treasurer and receive his/her entire salary payment.
- B. Any Police Officer who is injured, whether slight or severe, while working, must make an immediate report prior to the end of the shift thereof to the immediate supervisor. Failure to report said injury may result in the failure of the Police Officer to receive compensation under this Article.
- C. The Police Officer shall be required to present evidence by a certificate of a physician designated by the insurance carrier that they are unable to work, and the Township may reasonably require the Police Officer to present such certificate from time to time.
- D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the Police Officer to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- E. In the event the Township's physician certifies the Police Officer fit to return to duty, injury leave benefits granted under this Article shall be terminated.

However, if the Police Officer disputes the determination of the Township physician, then the Township and the Police Officer shall mutually agree upon a third physician, who shall then examine the Police Officer. The cost of the third physician shall be borne equally by the Township and the Police Officer. The determination of the third physician as to the Police Officer's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the Police Officer fit to return to duty, injury leave benefits granted under this Article shall be terminated.

- F. In the event any Police Officer is granted said injury leave, the Township's sole obligation shall be to pay the Police Officer the difference between his/her regular pay and any compensation, disability, or other payments received from other sources.

## ARTICLE XVIII

### LEAVE FOR PBA MEETINGS

The Township agrees to grant time off without loss of regular straight time pay to the Executive Delegate and President of the Association (or appointed alternates) for the purpose of attending the regularly scheduled meetings of the State and Local Association provided that at least seventy-two (72) hours written notice is given to the Chief of Police. The Association shall designate, at the beginning of each year, the Executive Delegate and President. The Association President shall be available for duty.

## ARTICLE XIX

### LIMITATIONS ON LEAVE

- A. No leave of absence or combination of leaves of absence provided for in this Agreement for any cause whatsoever shall exceed one (1) year. Any such Police Officer so absent shall be automatically separated from the Department on the anniversary from the date such absence began.
- B. This Police Officer must be notified by Certified Mail at least fourteen (14) days prior to termination and is entitled to all separation compensation due him/her.

**ARTICLE XX**

**SALARY**

- A. Commencing January 1, 2006, the annual base salaries to be paid the following Police Officers of the Township shall be as follows, and shall be paid every other Friday.

<b>LIEUTENANTS AND SERGEANTS</b>			
	<b>2006</b>	<b>2007</b>	<b>2008</b>
Lieutenant	\$85,505.00	\$88,925.00	\$93,982.00
Sergeant	\$77,804.00	\$80,917.00	\$85,653.00

<b>PATROLMEN</b>			
<b>Year</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
5 <sup>th</sup>	\$70,802.00	\$73,634.00	\$78,080.00
4 <sup>th</sup>	\$62,667.00	\$65,174.00	\$69,281.00
3 <sup>rd</sup>	\$55,871.00	\$58,106.00	\$61,930.00
2 <sup>nd</sup>	\$49,072.00	\$51,035.00	\$54,577.00
1 <sup>st</sup>	\$42,229.00	\$43,918.00	\$47,175.00
Academy	\$35,870.00	\$36,370.00	\$36,870.00

- B. It is agreed that when a Police Officer is assigned to the Criminal Investigation Bureau (CIB) for more than thirty (30) consecutive working days, an additional 3% incentive pay will be paid above the Police Officer's base salary, and will be paid along with his/her salary. K-9 Officers will receive 3% incentive pay using the above guidelines. Upon completion of Certified K-9 Academy, K-9 Officers shall be given 3% incentive pay to include care, grooming, and maintenance of the

dog and performance on an on call schedule.

- C. Annual salary shall be paid bi-weekly by dividing the annual salary by the number of work days in the year.

## ARTICLE XXI

### OVERTIME

- A. 1. Overtime shall consist of all hours worked in excess of the normal tour of duty, which presently is either nine hours for patrol duty or eight hours for detective assignment. All Police Officers shall be compensated at the rate of one and one-half times their regular base hourly rate of pay for all overtime work.
2. Police Officer may request compensatory time off in lieu of pay. The rate of compensatory time shall be the same rate as paid time. A Police Officer may be able to accumulate the maximum amount of compensatory time in any year as permitted under the Fair Labor Standards Act. If the Police Officer cannot or does not use the accumulated compensatory time off by the end of the calendar year, he/she shall be paid for said time at their regular base rate for all hours in excess of ninety (90) hours.
- Such payment shall be made in the second pay of January immediately following the year in which the compensatory time was earned.
- B. Overtime shall be defined to include all such hours spent on emergencies, training sessions, all court appearances connected with and arising from their respective employment, and in any other duty activities which require the Police Officer's attendance.
- C. If a Police Officer is recalled to duty, he/she shall receive a minimum of two (2) hours overtime pay. Overtime begins from the time the Police Officer reports for



duty.

- D. If a Police Officer is called to duty on his/her day off, he/she shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours pay.  
Overtime begins from the time the Police Officer reports for duty.
- E. Overtime will be paid on the pay day next following the pay period in which it was earned.
- F. A Police Officer being investigated pursuant to an internal investigation shall not be paid overtime until the investigation is concluded. At that time, if the Police Officer is found guilty, he/she shall not be compensated for loss of time. Such loss of compensation will be considered at the sole discretion of the Governing Body or its designated representative regarding disciplinary action.
- G. 1 Detectives who are required to be on call and available for duty for the period of time from Friday, 11:00 p.m. through to Monday, 8:00 a.m. and who are not called in, shall receive as compensation one (1) compensatory day per year.
- 2 Detectives who are required to be on call and available for duty for Monday through Thursday evenings from 11:00 p.m. to 8:00 a.m., and who are not called in, shall receive as compensation one (1) compensatory day per year.
- 3 If a detective is called in during on call status, he/she shall be guaranteed five (5) hours of overtime compensation.
- 4 The parties agree that should the total number of detectives assigned to

the Bureau on a “on-call status” increase or decrease by two (2) or more detectives subsequent to October 3, 2001, the parties shall engage in negotiations relevant to an increase or decrease in compensatory time.

ARTICLE XXII

LONGEVITY

- A. 1. All Police Officers shall be paid in addition to and together with their annual base salary, additional compensation based upon the length of his/her service and determined according to the following schedule:

<i>Years of Service</i>	<i>% of Annual Base Salary</i>
Starting the 5th year	3%
Starting the 10th year	4%
Starting the 15th year	5%

2. Police Officers hired after July 1, 1999, shall not be entitled to longevity.
- B. Longevity pay shall be applied on the basis of the Police Officer's anniversary date of employment and shall commence at the adjusted rate.

**ARTICLE XXIII**

**COLLEGE INCENTIVE PROGRAM**

- A. 1. The Township and the Association agree that the amount and quality of a Police Officer's education often determines the value of his/her contribution to the community, and the degree of proficiency with which duties are performed. In order to provide an incentive to encourage the Police Officer to achieve the advantages of higher education, the Township agrees that such Police Officer who receives or has received academic credits for study in an institution of collegiate level which offers a college curriculum leading to or creditable toward an undergraduate Baccalaureate, Associate or Master Degree in Criminal Justice, Psychology, Sociology, Business Administration, Public Administration, Administrative Management, Human Services, Law & Justice or Administrative Science, shall be paid a college allowance. All Police Officers hired before January 1, 1996, shall receive compensation as follows:

	<i>Lt.</i>	<i>Sgt.</i>	<i>Ptln.</i>
32 Credits	1400	1160	985
64 Credits	1825	1650	1500
96 Credits	2400	2200	1975
Bachelor's Degree	3000	2700	2475
Master's Degree	3350	3250	2950

**This chart shall end on January 1, 2008.**

Effective January 1, 2002, compensation for 32 and 96 credit hours is terminated except for those officers receiving compensation for 32 and 96 credit hours on December 31, 2001. Those officers who receive compensation for 32 credit hours are Police Officers Theriault, and Merendino and they are entitled to receive compensation at that level until they achieve the requirements for the next higher level of compensation. All Police Officers hired after January 1, 1996, shall receive compensation as follows:

64 Credits	1500
Bachelor's Degree	2000
Master's Degree	2500

**This paragraph and chart shall end on January 1, 2008.**

2. Effective January 1, 2008, the following chart shall be applicable to all Police Officers:

Bachelor's Degree	2000
Master's Degree	2500

- B. The above college allowance is additional compensation to be paid, effective upon the date a copy of such degree is submitted to the Township, and will be a permanent addition to the Police Officer's base salary and paid in a lump sum on the first pay day in December.
- C. Every Police Officer covered by this agreement for the years 2006 and 2007 will receive up to one hundred dollars (\$100) per college credit upon successful

completion of undergraduate courses. Every Police Officer covered by this agreement for the years 2006 and 2007 will receive up to one hundred and fifty dollars (\$150) per college credit upon successful completion of graduate courses. Effective January 1, 2008, every Police Officer covered by this agreement shall have one hundred percent (100%) of their college credits paid for upon successful completion of their undergraduate and graduate courses. In addition, the Township shall reimburse the Police Officer for one hundred percent (100%) for the required textbooks upon successful completion of their undergraduate and graduate courses.

- D. Any Police Officer hired on or before May 1 of any calendar year shall be entitled to the full college allowance. Any Police Officer hired after May 1 of any calendar year shall be entitled to the college allowance on a monthly pro rata basis. Any Police Officer shall be entitled to the college allowance for the month within which he/she is hired if he/she is hired on or before the fifteenth (15th) day of that month.
- E. Any Police Officer who becomes entitled to payments in accordance with Section A above, who terminates his/her employment within one (1) year of entitlement, shall reimburse the Township for the entire increment paid to him/her pursuant to Section A above. If a Police Officer terminates his/her employment between one (1) and two (2) years of entitlement, he/she shall reimburse the Township for one-half ( $\frac{1}{2}$ ) the increment paid to him/her pursuant to Section A above. If a Police Officer terminates his/her employment after two (2) years of entitlement, he/she

shall not be required to reimburse the Township for any college incentive payments.

## ARTICLE XXIV

### ACTING IN HIGHER RANK

Any Police Officer who shall act for a senior officer in the absence of such senior officer whether formally appointed or not for a full shift, shall be entitled to compensation appropriate to such office for the time so held.



## ARTICLE XXV

### SENIORITY

- A. It is the purpose of this Article to properly establish the chain of authority and responsibility throughout the Police Department concerning officers of equal rank.
- B. If two (2) Police Officers are appointed on the same date, their past seniority will determine their ranking. If their previous seniority is equal, seniority will be determined by their official standing in the test results for that rank.

## ARTICLE XXVI

### PROMOTIONS

- A. The job performance evaluations will be completed by the Police Officer's immediate supervisor holding the next higher rank over those taking the test.
- B. Promotional tests will be conducted on weekdays only between the hours of 9 a.m. and 4 p.m. at a municipal building.
- C. A notice of the test must be posted on the Police Department bulletin board at least sixty (60) days prior to the date of the test.
- D. Any Police Officer who is eligible and wants to take the examination must make written notice to the Chief of Police seven (7) days prior to the date of the examination. A copy of the list of all Police Officers desiring to take the test must be given to the Association Steward two (2) days prior to the test.
- E. Any Police Officer scheduled to take a promotional examination will be excused from duty on that date prior to the test.
- F. All Police Officers who take the tests will be allowed to see their own tests and the grades received, after the official results are announced and posted, within fourteen (14) days of that posting.
- G. The Examination Committee will forward test results and grade given for the written and oral examination by sealed envelope to the Chief of Police within five (5) working days of the completion of the tests.
- H. Job performance evaluations will be completed in confidence by the Police Officer's immediate supervisor holding the rank directly above that of the Police

Officer taking the examination. Each Police Officer required to make an evaluation will receive a list of those taking the test from the Chief of Police at least five (5) days prior to the scheduled date for the test. Each Police Officer will forward his/her evaluation in a sealed envelope to the Chief of Police retaining a copy for himself/herself. The evaluating Police Officers must have completed this procedure by the date of the testing.

- I. The Chief of Police shall evaluate each officer, taking into consideration recommendations from immediate supervisors, personnel files, demonstrated leadership and job knowledge.
- J. The results of the written examination, oral examination and Chief's evaluation will be forwarded to the Egg Harbor Township Committee.

**ARTICLE XXVII**

**HEALTH BENEFITS**

- A. 1. The Township agrees to provide hospitalization insurance which includes traditional coverage, preferred provider organization and health maintenance organization through New Jersey State Health Benefits Plan (or any other substantially equal health benefit plan) for all employees and eligible dependents covered by this Agreement for a cost per month not to exceed:

Single	\$350
Parent/Child	\$450
Husband/Wife	\$650
Family	\$800

2. Effective January 1, 2007, the Township agrees to provide hospitalization insurance which includes traditional coverage, preferred provider organization and health maintenance organization through New Jersey State Health Benefits Plan, as exists or as modified by the State Health Benefit Program (or any substantially equal health benefit plan), including any changes in co-pays or deductibles that may be implemented by the State Health Benefit Programs, for all employees and eligible dependents covered by this agreement. Employees shall be responsible to pay fifteen percent (15%) of dependent coverage cost on a monthly basis through payroll deductions.

- B. 1. The Township agrees to provide dental, optical and prescription insurance

coverage at a substantially equal level as the prior Retail Clerks Plan, for all employees and eligible dependents covered by this agreement, at the Township's expense for the life of this contract.

2. Currently, copays for generic prescription is one dollar (\$1), five dollars (\$5) for brand name and ten dollars (\$10) for other brand names.
3. Effective January 1, 2007, co-pays for generic prescriptions is three dollars (\$3) and ten dollars (\$10) for brand name prescriptions (per current State Health Benefit rates) and may be subject to change to reflect the State Health Benefit Plan prescription co-pays.

C. A Police Officer may at his/her sole discretion annually exercise his/her option to opt out of medical coverage for a period of one (1) year. An employee exercising his/her option must notify the Township between October and December and provide to the Township proof of medical coverage as of the date of payment. For those who opt out, a payment in accordance with the New Jersey State Health Benefit guidelines shall be made prior to April 15. The employee shall have the option of having all taxes taken out in one payment or in multiple payments.

A Police Officer may buy back into the medical hospitalization coverage at his/her own expense on the first of the month following notification of his/her intent to resume Township coverage. In the event of the death or total disability of the Police Officer's spouse, the Police Officer will be permitted to purchase hospitalization coverage on the pro-rata basis of their medical buy-out. All other Police Officers are required to pay at the Township's contractual monthly rate.

D. A labor management subcommittee shall be established upon signing of this agreement to identify modifications to the current hospitalization coverage to reduce cost to both employees and the Township.

ARTICLE XXVIII

CLOTHING ALLOWANCE

A. It is further agreed that Detectives and uniformed Officers are entitled to an allowance each year for the purchase of clothing necessary for the performance of their duties or the replacement of same. The purchase and/or replacement allowance shall be as follows:

For the year commencing January 1

Uniformed Officers	\$675
Uniformed Officer (K-9)	\$775
Detectives	\$900

ERT, Bike Patrol, and Motorcycle Patrol Officers are entitled to an additional allowance of Fifty Dollars (\$50) for the purchase of specialized items as approved by the Chief of Police.

B. The Township shall have discretion regarding uniforms, as to where and from whom they are purchased, and as to arranging for the purchase of same. Detectives will be paid clothing allowance for the purchase of civilian attire necessary for the performance of their duties and will be paid upon presentation of receipts to the Chief of Police.

C. All uniforms damaged in the line of duty shall be replaced by the Township after inspection and certification by the Chief of Police or designee.

D. The Township shall provide initial issue uniforms to the members of the Emergency Response Team (ERT) at the Township's expense. If any of the issued

uniforms are damaged in the line of duty, they shall be replaced by the Township in accordance with Paragraph C above.

- E. In the year a Police Officer retires in accordance with the New Jersey Police and Firemen's Retirement System (PFRS) he/she will not be eligible to receive a purchase and/or replacement clothing allowance. In the event the Police Officer accepts the payment provided herein and then retires, the Police Officer will be responsible for repaying the amount paid on his/her behalf.



**ARTICLE XXIX**

**PHYSICAL HEALTH**

- A. The Township agrees to provide an annual physical examination for every Police Officer by the Township Police Physician at no expense to the Police Officer.
  - 1. A Police Physician shall be appointed during the month of January.
  - 2. Every two (2) years all Police Officers shall receive an electrocardiogram at no expense to the Police Officer.
  - 3. Every year all Police Officers shall receive an H.L./LDL Cholesterol test as part of their annual physical at no expense to the Police Officer.
- B. There shall be a physical fitness test given, which may affect the Police Officer's duty status.

## ARTICLE XXX

### K-9

- A. K-9 Unit Officers shall be provided with all the necessary equipment to maintain a clean and healthy atmosphere for their assigned K-9. This is not to state that the Township shall pay or bill the individual kennel units needed to house K-9 Units.
- B. It is agreed that the Township shall provide all necessary food stuffs for the maintenance of the K-9.
- C. It is agreed that the Township shall provide the necessary medical supplies and equipment needed for the good health of the K-9.
- D. It is agreed that if a K-9 is deemed by the Township veterinarian to be medically unfit for duty, the Township shall provide food and an annual medical checkup and services for the remaining natural life of the K-9, who will be kept in the custody of his/her handler after the handler signs the appropriate Township release form as provided by the Township. All K-9's acquired by the Township after January 1, 1982, shall be entitled to the above benefits for two (2) years after they are retired from the Police Department, subject to the above-stated conditions.
- E. It is agreed that the Township shall provide adequate space and equipment for the proper training of the K-9 for proficiency and control.
- F. If in time the Township provides a central kennel, Police Officers with K-9's prior to its completion shall have the option of housing the K-9 at the central kennel or at their home.

G. It is agreed that any K-9 Officer shall not suffer any loss of benefits while the K-9 Unit is assigned to the Patrol Division of the Police Department organizational chart.

## ARTICLE XXXI

### CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

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

## **ARTICLE XXXII**

### **EXCHANGE OF TOURS**

The Chief of Police or designated representative shall grant reasonable requests of Police Officers to exchange tours of duty with other Police Officers of equal rank provided the shift commander of each shift is notified at least forty-eight (48) hours in advance. Under no circumstances will Police Officers be permitted to exchange tours of duty if such exchange would entitle either Police Officer to receive overtime.

## ARTICLE XXXIII

### FIELD TRAINING OFFICER

In the event a Police Officer is assigned as a Field Training Officer, he/she shall be entitled to one (1) compensatory day for each five (5) weeks of active duty. Active duty shall be defined as time during which an FTO is assigned as a new Officer's immediate supervisor during phase two, three, and four. Field Training Officer Liaisons shall be entitled to one (1) compensation day per assigned Officer in Training during phase one.

## ARTICLE XXXIV

### SAVINGS CLAUSE

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect an unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of any clause, sentence or paragraph in which offending language may appear.

**ARTICLE XXXV**

**FULLY-BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.



## ARTICLE XXXVI

### AIRPORT UNIT TWELVE (12) HOUR WORK SHIFT

A. Police Officers working twelve (12) hour shifts shall have the following terms and conditions of employment modified as stated herein:

1. Overtime

Overtime shall consist of all hours worked in excess of the normal tour of duty. All Police Officers shall be compensated at the rate of one and one-half times their regular base hourly rate of pay for all overtime work.

2. Work Year

The work year for all employees shall consist of 2080 hours. Each employee whose work schedule results in him/her working in excess of the 2080 hours shall receive Kelly time for all such excess hours at the straight-time rate for the excess time worked.

3. Sick leave

Each police Officer shall receive one hundred thirty-five (135) hours of sick leave per year.

4. Personal Leave

Each Police Officer shall receive twenty-seven (27) hours of personal leave per year.

5. Vacation

A Police Officer during his/her first year of employment shall be entitled to four and one-half (4 ½) vacation hours for each month of service up to

and including December of his/her initial year. Thereafter, he/she shall be entitled to a paid vacation according to the following schedule:

<u>Years of Service</u>	<u># of Vacation Hours Granted</u>
2 through 5	126
6 through 10	153
11 through 15	180
16 through 20	198
21 through 25	243
26 and over	288

6. Kelly Time
  - a. Shall not be applied to nor included with an employee's accrued compensatory time base and shall be recorded and maintained in a separate account.
  - b. Employees must use or sell back their allotment of Kelly hours within the calendar year they are earned.
  - c. An employee's annual allotment shall be credited to his/her account and available for immediate use as of January 1 of each calendar year. Kelly time will be prorated should the individual leave before the end of a year.
  - d. Employees shall have the option of selling back to the Township all or part of their Kelly hours. The employee shall notify the Township no later than November 15 of the year of his/her intent to sell

back hours and the number of hours, and such payment shall be made by the Township along with the first pay in January. The employee reserves the right to utilize the Kelly hours that were to be sold back in lieu of payment as long as the time is utilized on or before December 31 of the calendar year in which they were earned. If an employee is refused a request to utilize Kelly hours, then such hours would be allowed to be carried forward and utilized in the following calendar year.

**ARTICLE XXXVII**

**DURATION OF AGREEMENT**

This Agreement shall be in full force and effect as of January 1, 2006, and shall remain in effect to and including December 31, 2008, without any reopening except as otherwise provided herein. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, in compliance with **N.J.A.C. 19:12-2.1A et seq.** of a desire to change, modify or terminate this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals at the Township of Egg Harbor, New Jersey, on the year and date first above written.

**TOWNSHIP OF EGG HARBOR**

**NEW JERSEY STATE POLICEMAN'S  
BENEVOLENT ASSOCIATION, INC.,  
MAINLAND LOCAL NO. 77**

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James J. McCullough  
Mayor

---

Reynold Theriault  
PBA Shop Steward

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Michael Bardello  
President, Mainland PBA #77

**Attest:**

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Patricia Indrieri, RMC  
Township Clerk