

1/1/76 - 12/31/77

AGREEMENT

Atlantic County

AGREEMENT, dated the 1st day of January, 1976, by and between the Township of Egg Harbor of the State of New Jersey, hereinafter referred to as the "Township" and the New Jersey State Policemen's Benevolent Association, Inc., Local No. 77, hereinafter referred to as "PBA" or "Employees".

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 Employees; to provide for the resolution of legitimate grievances, to prescribe the rights and duties of the Township and Employees, all in order that the public service shall be expedited and effectuated in the best interests of the people of Egg Harbor Township.

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ARTICLE II- EMPLOYEE REPRESENTATIVE

A. MAJORITY REPRESENTATIVE

The Township recognizes the "Majority Representative" as the exclusive negotiating agent for all regularly appointed, full time police personnel within the Township of Egg Harbor, hereinafter referred to as "Employees". The Township and Employees agree the Majority Representative of PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters. The Majority Representative shall be appointed according to the procedure set forth in N.J. Rev. Stat. 34:13A-5.1 et. seq. and shall have all the rights and privileges pursuant thereto.

B. STEWARDS

For the duration of this Agreement, the Majority Representative PBA #77 has appointed Patrolman Hugh Ott of the Egg Harbor Township Police Department as the Steward, as described in the Grievance Procedure and shall enjoy all rights and privileges thereto. The Steward shall be permitted time off from his regular working hours to attend negotiation sessions, and regularly scheduled meetings of the PBA #77. If for any reason Patrolman Ott cannot continue in this position a successor shall be named by the PBA.

ARTICLE III- GRIEVANCE PROCEDURE

Definition- A grievance is any dispute between the parties concerning the application or interpretation of the Agreement or any complaint by an Employee as to any action or non-action which violates any right arising out of his or their employment. The Township shall not discipline any employee without just cause.

Step 1.- All grievances by an employee, and responses thereto by the Township shall be in writing within ten (10) days of its occurrence or the knowledge of its occurrence, and then submitted to the Steward for processing. The PBA shall appoint an Association Grievance Committee hereinafter referred to as the "Committee", and the Committee shall receive, screen, and process all grievances submitted by the Steward on behalf of the Employee within five (5) days of written receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with PBA #77.

Step 2.- The Committee shall, within five (5) days after the acceptance of a grievance submit the grievance to the Chief of Police for resolution. The Chief of Police must render a decision within five (5) days of receipt in writing.

Step 3.- In the event the parties are unable to resolve the grievance in the Second Step, either party may within five (5) days refer the grievance to the Township Police Committee for resolution. The Police Committee must render a decision within five (5) days of receipt in writing.

Step 4.- In the event the grievance is not resolved at the Third Step, either party may refer the matter for impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission within (10) ten days of receipt of decision in Step 3, that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Township and the Grievance Committee. If the Township and Grievance Committee cannot mutually agree to a satisfactory arbitrator within

fifteen (15) days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement he shall render his award in writing which shall be final and binding, The cost of the arbitrator's fee shall be shared equally by the Township and PBA #77.

Any Steward or Officers of PBA #77 required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose, and any witnesses reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Extensions and Modifications- Time extensions may be mutually agreed to by the Township and the Grievance Committee. However, no more than (2) extensions, not to exceed thirty (30) days each, shall be permitted.

ARTICLE IV-NON-DISCRIMINATION

The Township and Employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs, or a condition of employment. The Township further agrees that it will not interfere with nor discriminate against an Employee because of membership in or legitimate activity on behalf of, the "PBA #77", nor will the Township encourage membership in any other association or union to do anything to interfere with the representation by the "majority representative" as the exclusive bargaining agent of Employees.

ARTICLE V- BULLETIN BOARD/ DUES CHECKOFF

The Township shall permit the use of bulletin boards located in the Police Department Headquarters, by the "PBA #77" for the posting of notices concerning "PBA" business and activities.

The Township agrees, in accordance with State Statutes, upon receipt of signed authorization cards from the Employee's wages the amount of annual dues as prescribed by "PBA #77", in equal installments once monthly and to forward said amount to the Treasurer of #PBA #77" on the First Day of each month.

ARTICLE VI- MANAGEMENT RIGHTS

It is the right of the Township to determine the standards of service to be offered by its Employees, determine the standards of selection for employment, direct its Employees, take disciplinary action, maintain the efficiency of its operations, determine the methods, means, and personnel by which its operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions of the above matters are subject to the "Grievance Procedure" as set forth in Article III. Nothing in this Article shall alter or relieve the Township of any of its obligations undertaken by the Agreement.

The parties agree that the Chief of Police and other Officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation in the "PBA".

ARTICLE VII- STRIKES

The "PBA #77" and Employees assure and pledge to the Township that their goals and purposes are such as to condone no strikes by Employees nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey. The PBA and Employees will not initiate such activities nor advocate or encourage other Employees to initiate the same.

ARTICLE VIII- POLICEMAN'S RIGHTS

Pursuant to Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, of the State of New Jersey to promote and ensure harmonious relations, the Township agrees that every Policeman shall have the right freely to organize, join, and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Policeman (Employee) in the enjoyments of any rights conferred by Chapter 303, or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any Policeman with respect to hours, wages, or any other term or condition of employment by reason of his membership in the PBA or its affiliates, or his participation in any of these activities, collective negotiations with the Township or his institution of any grievance complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment. Elected representatives of the PBA shall be permitted time off from their regular scheduled working hours to attend negotiating sessions, grievance sessions and regular meetings of the PBA management Committee.

A. Employees shall have the right to switch tours of duty and hours of duty with other members of equal rank provided the Shift Commander of each Shift is notified at least forty-eight (48) hours in advance.

B. Employees shall be made aware of any reports or charges concerning him, and must receive a copy of said reports or charges within (72) seventy-two hours of the filing of such. Employees shall not be compelled to make any verbal or written statement until he has consulted an attorney and the PBA.

C. Employees shall not be suspended or suffer any loss in benefits until after the Employee has had a Departmental hearing and has been found guilty, except in cases of severe nature when the superior officer in charge deems the suspension of the member 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 to the Chief of Police, and a copy of this report will be made available to the PBA on request. The employee suspended shall be given a hearing, and if found guilty, shall have the right to appeal his suspension through the Grievance Procedure in Article III.

D. Employees will be permitted to see their personnel file, and any other file kept concerning them upon written request to the Chief. This file will be reviewed in the presence of the Chief of Police or his representative.

E. Employees may challenge any report or material found in their file, which is detrimental to their character and/or reputation as a police officer. The challenged report or material will be taken through the normal grievance procedures set forth in Article III of this agreement.

F. No charges may be filed against an employee, nor any disciplinary action taken for any violation of the Police Department Rules and Regulations, when said violation or alleged violation occurred more than (7) seven days prior to formal charges being filed.

G. During the term of this agreement the following equipment will be properly maintained by the Township.

1. Police vehicles required to be used on duty will be in good (safe) working condition. Any vehicle not considered to be in safe working order by the Shift Commander will not be used for duty until the condition is corrected.

2. Protective screens will be installed in all marked patrol vehicles.

3. Shot-guns will be maintained in locked mounts in the front of each marked patrol car.

4. All patrol vehicles will have air-conditioning units.

5. All patrol vehicles will have AM radios in same.

H. Employees will be permitted a thirty (30) minute dinner break during each eight hour tour of duty. It is further agreed that employees may take personal breaks as needed, and at least one (10) minute break during each (4) four hours of duty.

I. All employees will be allowed to attend training schools on a seniority basis through-out the term of this agreement. All State Police and FBI schools or other seminars will be posted as they are received. A list of the basic State Police training schools listed below in this section will be posted in January, and employees desiring to attend a school will sign up for that school during this month. The senior employee on each list will be sent to this school each time the school is available. Once an employee is sent to a school his name will be placed last on any other list which his name appears. It is the responsibility of the Chief of Police to send as many employees as possible to schools/seminars each year. Available patrol cars will be used as transportation to and from any training school.

1. Basic Drug Enforcement
2. Advanced Drug Enforcement
3. Breathalyzer School
4. Criminal Investigation
5. Basic Supervision
6. Organized Crime
7. Accident Investigation & Emergency Medical Procedures
8. Traffic Law Enforcement
9. Traffic Records Systems & Analysis

J. Employees working a rotating shift on a regular basis will be allowed one compensatory day off each month. This will be done on a seniority basis on each Shift. The compensatory day

may be taken during any regular working day, after notifying the appropriate Shift Commander (72) seventy-two hours in advance.

K. It is agreed that the senior ranking officer 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 police officers can be maintained in emergencies.

L. Employees will be governed by the following regulations concerning qualification with their service weapon. Any firearm rules not mentioned in this section will continue to be governed by the Police Department Firearms Regulations.

1. All employees must be given (4) four chances to shoot the TRC course at least once a year. The minimum qualification score is 70%, and this score must be attained at least (3) three times.

2. Any employee not qualifying may not be removed from active duty or restricted in any way from his normal assignment during this time. A second qualification opportunity must be established within (45) forty-five days. If the employee fails to qualify on this occasion the Chief of Police along with the Township Police Committee may take appropriate action.

3. The Township agrees to provide a minimum of 300 rounds of ammunition each time a qualification is scheduled, and at least (30) thirty days notice must be given before a qualification is set.

ARTICLE IX- HOLIDAYS

Effective January 1, 1976, all employees covered by this Agreement shall receive twelve (12) paid holidays.

A. The specific holiday schedule is as follows:

- | | |
|--------------------------|---------------------|
| 1. New Year's Day | 7. Thanksgiving Day |
| 2. Lincoln's Birthday | 8. Memorial Day |
| 3. Washington's Birthday | 9. Independence Day |
| 4. Good Friday | 10. Labor Day |
| 5. General Election Day | 11. Columbus Day |
| 6. Veteran's Day | 12. Christmas Day |

It is agreed that any other day appointed, ordered or recommended by the Governor of New Jersey, or the President of the United States as a legal holiday, will be a holiday for employees.

B. In the event a legal holiday, as aforesaid, occurs while an employee is on sick leave, or on his vacation, he shall not have such holiday counted as a day against his sick leave or vacation leave.

C. Employees shall receive (3) three personal paid days off from work for the purpose of attending to personal business. These days may be taken at any time during the calendar year, except a legal holiday, and they are not accumulative. The employee must give the Chief of Police at least 48 hours written notice prior to the requested time off. Personal days will not be deducted from Vacation, Holiday, or Sick Leaves.

ARTICLE X- VACATIONS

A. An Employee during his first year of employment shall be entitled to ($\frac{1}{2}$) one half's working day vacation for each month of service up to and including December of his initial year. Thereafter, he shall be entitled to a paid vacation according to the following schedule.

One through Nine years..... 10 Working Days
Ten through Fourteen years..... 15 Working Days
Fifteen through Nineteen years... 20 Working Days

B. It is the intent of this Article to assure personnel 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. This Article shall be effective from January 1, 1976. Members 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 employee becomes separated, either voluntarily or involuntarily from the Township service, unless the employee terminates service without giving two weeks notice to the Chief of Police.

D. Vacations may be accumulated from one year to the next up to a total of (20) twenty days, with the written approval of the Township Committee.

E. In the Month of January it will be the responsibility of the Chief of Police to issue a statement to each employee listing the unused vacations accumulated from previous years, along with the vacation days due for the current year.

F. Employees may apply to the Township Treasurer to receive a special advance pay when going on a vacation of (10) days or

more. However, the employee must first attain written permission from the Township Committee.

G. Employees will be able to take their vacations any time during the year. Vacations according to each Shift or División will be picked on a seniority basis. Employees must give (30) thirty-days notice prior to the start of their requested vacation to the Chief of Police.

H. It is agreed that only one employee on each Shift will be permitted on vacation at the same time.

ARTICLE XI- LEAVES

A. SICK LEAVE

(1) DEFINED- Sick leave is hereby defined to mean absence from post of duty by an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's family, seriously ill, requiring the care or attendance of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave, of the employee after three consecutive days sick leave, or leave in attendance of a member of the employee's immediate family. In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of sick leave by the employee: provided however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.

(2) Accumulation - Every person covered by this Agreement shall, in addition to his or her paid vacation, be granted sick leave as defined in (1) above, with pay for not less than one (1) working day for every month of service during the first calendar year of employment, and fifteen (15) working days in every calendar year of employment thereafter, If such employee requires none or only a portion of such allowable sick leave for any calendar, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed, provided that the Township shall not require any of its employees who may be disabled either through injury or illness as a result of, or arising from, his respective employment, to utilize the sick leave accumulated under this section.

(3) Pay upon termination - Upon an employee's retirement, death, or honorable termination of employment, said employee shall be compensated for his accumulated sick leave. Such employee will be allowed to take his accumulated sick leave as authorized days off from his regular schedule with full pay. Any employee who is separated from service for cause, arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave.

(4) Accountability - In the Month of January it will be the responsibility of the Chief of Police to issue a statement to each employee listing the amount of sick days unused during the year, and the total accumulated days unused during the employees employment.

(5) Leave from Duty- It is agreed that when an employee reports for work, and is forced because of illness to leave work after working at least two hours the maximum deduction from the employee's sick leave will be ($\frac{1}{2}$) one-half day.

ARTICLE XI- LEAVES CONTINUED

B. FUNERAL LEAVE

(1) Special leave of absence with pay up to a maximum of five of five (5) working days shall be granted to any employee in case of death within the immediate family.

(2) The term "immediate family" shall include only father, mother, step-parent, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, and foster child of an employee, and relatives residing in his household.

(3) The special leave period shall commence immediately following the death of such persons and is for the sole purpose of arranging and attending funeral services; such special leave may be extended without pay at the discretion of the Chief of Police. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave or vacation leave.

C. INJURY LEAVE

(1) Injury leave shall be granted with full pay to employees disabled through injury or illness as a result of, or arising from, their respective employment.

(2) Any amount of salary or wages paid to employees because of leave pursuant to Section X, C (1) above shall be reduced by the amount of workmen's compensation awarded under Chapter 15 of Title 34 of the revised Statutes of N.J., made for disability because of the same injury or illness requiring such leave.

D. LEAVE FOR PBA MEETINGS

The Executive Delegate and President (or appointed alternates) of PBA #77 shall be granted leave from duty with full pay to attend regularly scheduled meetings of the State and Local Association, when such officers are scheduled to be on duty, providing the affected officer gives at least 72 hours notice to the Chief of Police.

ARTICLE XI- LEAVES CONTINUED

E. LIMITATIONS ON LEAVES

No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed one year. In case of continuous absence for more than one year, such employee so absent shall be automatically separated from the department on the first anniversary date from the date such absence began. This employee must be notified by certified mail at least (14) fourteen days prior to termination, and is entitled to all separation compensation due him.

ARTICLE XII- SALARY, LONGEVITY, OVERTIME

A. BASE SALARY

(1) Commencing January 1, 1976, the annual base salaries to be paid the following employees of the Township shall be as follows, and shall be paid twice monthly. All salary increases and other compensation shall be paid retroactive to January 1, 1976.

LIEUTENANT.....	\$ 12,700.00
SERGEANT.....	\$ 12,208.00
PATROLMAN (After 2nd year).....	\$ 11,609.00
PATROLMAN (After 1st year).....	\$ 11,118.00
PATROLMAN (After completion of the) (Police Academy)	\$ 10,224.00
PATROLMAN (Start).....	\$ 9,500.00

(2) Commencing January 1, 1977, the annual base salaries to be paid the following employees of the Township shall be as follows and shall be paid twice monthly. All salary increases and other compensation shall be paid retroactive to January 1, 1977.

LIEUTENANT.....	\$ 13,716.00
SERGEANT.....	\$ 13,185.00
PATROLMAN (After 2nd year).....	\$ 12,538.00
PATROLMAN (After 1st year).....	\$ 12,007.00
PATROLMAN (After completion of the) (Police Academy)	\$ 11,042.00
PATROLMAN (Start).....	\$ 10,260.00

(3) It is agreed that when an employee is assigned to the Detective Bureau for more than (30) thirty consecutive days an additional (2) two per-cent incentive pay will be paid above the employee's base salary, and will be paid along with their salary.

B. OVERTIME

(1) Overtime shall consist of all hours worked in excess of the normal eight (8) hour tour of duty per day, or forty (40) hours per week.

(2) Overtime defined- shall include all such hours spent on emergencies, training sessions, all court appearances connected

with and arising from their respective employment, and in any other extra duty activities which requires the employees attendance.

(3) If an employee is recalled to duty, he shall receive a minimum of two (2) hours overtime pay.

(4) If an employee is called to duty, on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of (4) four hours pay. Overtime shall be paid in the pay period following the overtime worked, or as agreed to by the Township Treasurer and the PBA Steward acting on behalf of the employees.

(5) For Court appearances in Egg Harbor Township Municipal Court, employees will receive their straight time hourly rate of pay for all overtime worked.

(6) All employees covered by this Agreement in addition to their base salaries shall be paid $1\frac{1}{2}$ times their straight time hourly rate of pay (based on a forty hour week), for all overtime worked, except as stated in Article XII, Sect. B-5.

D. LONGEVITY

(1) Each employee listed in Article XII, Sect. A, shall be paid in addition to and together with his annual base salary additional compensation based upon the length of his service and determined according to the following schedule.

<u>YEARS OF SERVICE</u>	<u>PERCENT OF ANNUAL BASE SALARY</u>
Starting the 2nd year.....	2 %
Starting the 5th year.....	3 %
Starting the 10th year.....	4 %
Starting the 15th year.....	5 %

(2) Longevity pay shall be applied on the basis of the employee's anniversary date of employment, and shall commence at the adjusted rate, and be paid along with the employee's salary.

ARTICLE XIII-COLLEGE INCENTIVE PROGRAM

The Township and PBA #77 agree that the amount and quality of an employee's education often determines the value of his contribution to the community, and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage the employee to achieve the advantages of higher education, the Township agrees that each employee who receives academic credits for study in any institution of collegiate level which offers a college curriculum leading to or creditable toward an undergraduate baccalaureate or associate degree in law enforcement, shall be paid a college allowance according to the following schedule.

(1) \$20.00 for each and every credit earned.

(2) An annual salary increase for an employee who has received an Associate Degree in Law Enforcement of \$300.00.

(3) An annual salary increase for an employee who has received a Bachelor's Degree in Law Enforcement of \$600.00.

Section (2) and (3) of Article XIII 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 employee's base salary and paid in a lump sum on the first pay day following the pay period the degree was submitted and on that anniversary date each year for the duration of the employee's service.

ARTICLE XIV- ACTING OFFICER, SENIORITY, PROMOTIONS

A. ACTING OFFICER

Any employee who shall act for a senior officer in the absence of such senior officer whether formally appointed or not, and who shall have performed the duties thereof, for a continuous period of thirty days shall, thereafter, be entitled to compensation appropriate to such office for the time so held.

B. SENIORITY

It is the purpose of this section to properly establish the chain of authority and responsibility throughout the Police Department concerning officers of equal rank.

(1) If 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.

(2) All officers (employees) below the rank of Sergeant will hold seniority and authority according to their badge number. Officers with the lowest badge number will have the responsibility of making routine and tactical decisions, whenever a ranking officer is not present, or, available to make such decisions.

C. PROMOTIONS

Examinations will be conducted for all promotions to the Rank of Sergeant and above. The examinations and requirements necessary to qualify will be defined in this section.

(1) Eligibility with regards to length of service and/or police experience necessary to qualify an employee to be allowed to take the Sergeants examination, will be determine by the Township Committee on the date such an examination is announced and posted along with the announcement.

(2) To qualify to take the examination for the Rank of Lieutenant the employee must have completed at least (36) thirty-six months full time service, and hold the rank of Sergeant prior to the date of the test.

(3) All promotional tests will consist of the following elements: a) Written Test b) Oral Test c) Job Performance d) Seniority.

The Written test and Oral test will be given by the South Jersey Police Chief's Association Examination Committee. It is understood that if for any reason the South Jersey Chief's Association cannot do the required testing an impartial examination committee may be agreed to by the PBA and the Township Committee to conduct the testing. It is the full responsibility of the examination committee to determine content and confidentiality of the examinations.

The job performance evaluations will be done by all officers holding the next higher rank over those taking the test. (e.g. all patrol Sergeants will evaluate Patrolman.) Detectives not having an immediate supervisor will be evaluated by the Chief of Police. Seniority will then be added along with the above elements to complete the testing procedure. (Reference #17 this Article)

(4) Three Police Chiefs, or Examiners, will be required to administer the Written and Oral Tests. No one conducting the testing (Oral & Written) may be from (residing or employed) in Atlantic County, nor have any personal knowledge of any of the candidates taking the examinations.

(5) Promotional tests will be conducted on week-days only between the hours of 9:00AM and 4:00PM, at a Municipal Building.

(6) A notice of the test must be posted on the Police Department bulletin board at least (30) thirty days prior to the date of the test.

(7) Any employee who is eligible and wants to take the examination must make written notice to the Chief of Police (7) seven days prior to the date of the examination. A copy of the

list of all employees desiring to take the test must be given to the PBA Steward (2) two days prior to the test.

(8) Any employee scheduled to take a promotional examination will be excused from duty on that date prior to the test.

(9) Written test will consist of law enforcement material related to the rank being tested for as determined by the examination committee.

(10) The Oral test will consist of ten (10) questions prepared by the Examination Committee, just prior to the time of the test. Each employee taking the Oral examination must be asked exactly the same questions.

(11) Scoring and grading of the test results will be done by the Examination Committee.

(12) All employees 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 (14) fourteen days of that posting.

(13) The Examination Committee will forward tests results and grade given for the Written and Oral examination by sealed envelope to the Chairman of the Egg Harbor Twp. Police Committee within (72) seventy-two hours of the completion of the tests.

(14) The Egg Harbor Twp. Police Committee along with the Chief of Police will take the test results which were forwarded by the Examination Committee, and compute according to the point schedule established in this Article, all points earned in the Written and Oral portions. The Twp. Committee will add those points due each employee according to the schedule for seniority and job performance. This complete total of accumulated points will be the employees score for promotional purposes.

(15) Promotions must be made according to the standing of the employees on the list established by the testing. A promotional list will be valid for one year from the date of the test for

future promotions. However, it is agreed that when a promotional test is given for an opening in any rank, at least one employee must be promoted within (60) sixty days of the test date.

(16) In case of a tie in the accumulated points for promotional purposes the Chief of Police, and the Township Police Committee has the responsibility to select the employee to be promoted.

(17) Job performance evaluations will be completed in confidence by each officer holding the rank directly above that of the employee taking the examination. Each officer required to make an evaluation will receive a list of those taking the test from the Chief of Police at least five days prior to the scheduled date for the test. Each officer will forward his evaluation in a sealed envelope to the Chairman of the Township Police Committee retaining a copy for himself. The evaluating officer must have completed this procedure by the date of the testing. If circumstances exist where there is only one ranking officer directly above the employees taking the test, (example- any specialized unit), an adjusted point grading schedule shown below will be effectuated. (note-The four patrol Shift Commanders (Sergeants) will evaluate the regular patrolman.)

A. Job Performance evaluations will be in two areas of the employees performance, and scored according to the following schedules.

1. Employees demonstrated leadership and responsibility.
2. Employees demonstrated job knowledge.

Each of the above will be graded individually, as will the adjusted (one supervisor) grading schedule. Both schedules listed below.

(Regular)	Excellent	1.25 Points	(Adjusted)	Excellent	5.00 Points
	Good	1.00 Point		Good	4.00 Points
	Fair	.50 Point		Fair	2.00 Points
	Poor	0 Point		Poor	0 Point

(18) Seniority will be rated according to the following schedule, for each year of completed full time service prior to the date of the test up to a maximum of ten years.

1 Year	.75	6 Years	4.50
2 Years	1.50	7 Years	5.25
3 Years	2.25	8 Years	6.00
4 Years	3.00	9 Years	6.75
5 Years	3.75	10 Years	7.50

ARTICLE XV - HOSPITALIZATION INSURANCE

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

B. The Township agrees to provide Major Medical Insurance for all employees covered by this Agreement, at the Township' expense.

ARTICLE XVI-CLOTHING ALLOWANCE

- A. Every employee uniformed and non-uniformed (Detectives) shall be entitled to an allowance for the cleaning and maintenance of his clothing and uniforms in the sum of \$200.00 yearly. Said allowance shall be paid in a lump sum on the first pay period in December of each year. It is understood that this allowance is not for the purchase or replacement of uniforms and clothing, but is to help offset the cost of cleaning and maintenance of same.
- B. It is further agreed that plainclothes officers and Detectives will be allowed an additional \$200.00 per year for the purchase of and replacing of clothing necessary for the performance of their duties and will be paid upon presentation of receipts to the Chief of Police.
- C. It is also agreed that a clothing allowance for uniformed employees shall be provided up to a minimum of \$225.00 per employee, and is to be used solely for the purchase and replacement of uniforms. 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.

ARTICLE XVII - 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 employees covered by this Agreement, that have not been included in the Contract Agreement, shall be continued.

ARTICLE XVIII - SAVINGS CLAUSE

(1) In the event that any provision of this agreement shall be finally determined to be in violation of any applicable State or Civil Service (where applicable) law or regulation, such determination shall not impair the validity and enforcesability of the remaining other provisions of this Agreement.

(2) In the event that any provision of this Agreement conflicts with any Township Ordinance, such ordinance shall be repealed or amended by the Township to conform to the terms of this Agreement.

XIX- DURATION OF AGREEMENT

This contract Agreement shall be in full force and effect from the date of execution, January 1, 1976, until midnight December 31, 1977.

The parties agree that negotiations for a successor Agreement and modifying amending, or altering of any financial terms of this Agreement shall commence no later than October 1, 1977. It is understood that the PBA #77 is seeking a successor Agreement for all terms and provisions commencing from January 1, 1978. However, it is agreed that negotiations of non-financial matters relating to working conditions will be permitted if agreed to by both parties, and will commence on or before October 15, 1976.

IN WITNESS WHEREOF, the undersigned have affixed their signature on the 1st day of Jan, 1976.

ATTEST:

TOWNSHIP OF EGG HARBOR

Eleanor G. Hand
TOWNSHIP CLERK

BY: P. Charles Canale
CHAIRMAN

Signed, Sealed and Delivered in
the Presence of

Eleanor G. Hand

New Jersey State Policemen's
Benevolent Association,
Local No. 77

BY: Michael A. O'Nate
President, P B A

Majority Representative

BY: Robert J. Hudson
State Delegate