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THIS AGREEMENT made this 21st day of December,  
1977, between HAMMONTON F. O. P. LODGE 44, FRATERNAL ORDER OF  
POLICE, party of the first part, and TOWN OF HAMMONTON, a  
municipal corporation of the State of New Jersey, County of  
Atlantic, State of New Jersey, party of the second part;

W I T N E S S E T H T H A T :

WHEREAS, that for the purpose of mutual understanding  
and in order that a harmonious relationship may exist between the  
Town and the F. O. P. to the end that continuous and efficient  
services will be rendered to and by both parties, for the benefit  
of both:

NOW, THEREFORE, IT IS AGREED, as follows:

ARTICLE I - ASSOCIATION RECOGNITION

Section 1. The Town hereby recognizes the F. O. P.  
as the sole and exclusive representative of all patrolmen and  
sergeants, covered under this agreement, for the purpose of

bargaining with respect to rates of pay, wages, hours of work and other working conditions.

Section 2. The title Policeman shall be defined to include the plural as well as the singular and to include males and females, uniformed members and uniformed members assigned to plain clothes.

#### ARTICLE II - LEGAL REFERENCE

Section 1. Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable laws and regulations. The rights granted the policeman shall be deemed to be in addition to those provided elsewhere.

Section 2. If any provision of this agreement or any application of this agreement to any member or group of members is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and

effect. In the event any provision as aforesaid is deemed to be invalid, then the parties hereto agree to meet immediately for the purpose of negotiating a provision to replace said invalid provision.

Section 3. The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws except as such particular provisions of this contract modify existing local laws.

#### ARTICLE III - MAINTENANCE OF STANDARDS

All conditions of employment relating to wages, hours of work and general working conditions presently in effect for members shall be maintained at not less than the standards now in effect and the conditions shall be improved wherever specific conditions for improvement are made in this agreement.

#### ARTICLE IV - THE RETENTION OF CIVIL RIGHTS

Members shall retain all civil rights under the New Jersey State law and Federal law.

ARTICLE V - RETIREMENT

Members shall retain all pension rights under New Jersey law and ordinances of the Town of Hammonton.

ARTICLE VI - EXTRA CONTRACT AGREEMENT

The Town agrees not to enter into any other agreement or contract with its members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

ARTICLE VII - LEAVE OF ABSENCE

Leaves of absence may be granted by the Town for emergency situations by Mayor and Town Council.

ARTICLE VIII - WORK WEEK AND OVERTIME

Section 1. The present working hours shall be continued in effect for all members of the Department.

Section 2. If any member of the Hammonton Police Department is required to work longer than his normal tour of

duty, he will be entitled to receive compensation for such overtime in compensatory time off which shall be credited said member on an hour-for-hour basis.

Section 3. Should a member be called back on duty on his day off or after being dismissed from duty at the end of his tour for that day, said member shall receive compensatory time for all additional hours worked.

Section 4. All accumulated compensatory time off given in lieu of overtime payments shall be recorded on an hourly basis and accumulated on an hourly basis. The compensatory time off shall be taken when requested by the officer in eight-hour allocation. However, compensatory time off shall only be taken in such manner as will not leave the Hammonton Police Department undermanned at any given time.

Section 5. All compensatory time must be taken during the calendar year that it is earned unless such time is accumulated during the month of December in any given year. Compensatory time off for overtime accumulated during the month of December may be taken at any time before the following January 31st.

Section 6. All the provisions of this Section shall be effective January 1, 1978 and the members will be given a compensatory time for the time credits accumulated subsequent to that date.

ARTICLE IX - VACATIONS AND HOLIDAYS

Section 1. The present schedule of vacations and holidays shall continue.

Section 2. Members shall not be recalled on their vacation days, except in emergencies.

Section 3. In addition, whenever any other Town employee is granted time off in observance of any Federal, State or local holiday, or by proclamation of Mayor and Town Council, with the exception of particular emergency situations, the members of the police department shall receive equal time off.

ARTICLE X - INJURY LEAVE

If a member of the Hammonton Police Department is incapacitated and unable to work because of job-related injuries, said member shall be entitled to injury leave with full pay

during the period in which he is unable to perform his duties as certified by the member's own doctor and a doctor appointed by Mayor and Council. However, in no case shall a member receive his full pay from any injury for a period longer than one year from the date of the injury. Any member receiving his full pay during said one-year period or less that he is incapacitated from the date of the injury shall surrender to the Town of Hammonton during the time that he is paid his full pay all monies received by him from the workmen's compensation carrier of the Town of Hammonton.

#### ARTICLE XI - SICK LEAVE

Section 1. Sick leave shall be computed on the same basis as presently provided by existing law and shall be accumulated in the same manner as all other employees of the Town of Hammonton.

Section 2. Should a member of the Hammonton Police Department retire without having used all his accumulated sick leave, said member shall be compensated for said accumulated sick

leave through a lump-sum payment equal to 75% of his accumulated sick leave up to a maximum payment of \$10,000.00, which sick leave is computed at the member's regular straight-time rate of pay at the time of his retirement.

ARTICLE XII - INSURANCE, HEALTH AND WELFARE

Section 1. The Town shall provide Blue Cross, Blue Shield, Rider J and Major Medical insurance for the member.

Section 2. The Town shall provide legal advice and counsel to each member pursuant to present State statutes. (40A:14-155).

Section 3. The Town shall provide a Five Thousand Dollar (\$5,000.00) life insurance policy to each member. The member shall designate the beneficiary to the policy.

ARTICLE XIII - CLOTHING ALLOWANCE

Section 1. The Town shall continue to furnish an initial issue of uniforms to all new patrolmen.

Section 2. Thereafter, the Town shall provide an allowance of Three Hundred Dollars (\$300.00) for maintenance and replacement of uniforms except as specified below:

- (a) Uniforms damaged in the line of duty shall be replaced by the Town.
- (b) Personal items damaged or destroyed in the line of duty shall be replaced by the Town provided reasonable costs therefor are agreed to mutually.

Section 3. The Town shall provide to all detectives or members assigned to detective duty a One Hundred Dollar (\$100.00) clothing allowance for clothing used on detective duty for each three-month period that the member remains assigned to detective duty.

Section 4. All members of the force assigned to K-9 duty shall receive an additional increment for the years that they serve on said duty equal to \$200.00 for the year 1978; \$300.00 for the year 1979 and \$400.00 for the year 1980. These increments given for K-9 duty shall be exclusive of any allowance for

longevity or the application of the cost-of-living increase, which items shall only be applied to the base pay of the officers so assigned as hereinafter set forth. Should a member be assigned K-9 duty for less than a one-year period, said increment shall be prorated on a quarterly basis in proportion to the actual time said officer is assigned to said duty.

Section 5. There shall be an allowance to all members of the party of the first part in service for the Town of Hammonton, a clothing maintenance allowance, which clothing maintenance allowance shall be in addition to the clothing allowance hereinabove set forth. Said clothing maintenance allowance shall be Two Hundred Dollars (\$200.00) for 1978; Two Hundred Fifty Dollars (\$250.00) for 1979; and Three Hundred Dollars (\$300.00) for 1980.

#### ARTICLE XIV - TIME OFF

Section 1. Members shall be granted time off without deduction from pay or time owed for the following requests:

- (a) Death in the immediate family, from the date of death to and including the day of funeral, with a maximum of seven (7) days.

In the event of travel, number of days to be determined by the Superior Officer.

- (b) Serious illness (including childbirth) in the immediate family residing with the police officer - no more than three (3) working days.
- (c) Immediate family for all purposes of this contract shall be defined as the wife, child, stepchild, mother and father of the member.
- (d) Any time granted off under this Article shall not be deducted from any other time or benefits owed to the police officer.

#### ARTICLE XV - MILITARY LEAVE

Military Leave shall be granted pursuant to State and Federal Statutes Regulations.

#### ARTICLE XVI - GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure

shall be to settle all grievances between the Town and the F. O. P. and its members as quickly as possible, so as to assure efficiency and promote members' morale. A grievance is defined as any disagreement between the Town and the members of the F. O. P. involving the interpretation, application or violation of policies, agreements and administrative decisions affecting them. All grievances shall be processed as follows:

(a) They shall be discussed with the members involved and the F. O. P. representatives, with the Chief of the Department, or any representative designated by him. An answer shall be made to the F. O. P. within five (5) calendar days by the Chief or his designated representative.

(b) If the grievance is not settled through Step (a), the same shall be reduced to writing by the F. O. P. and submitted to the Mayor and Council or any person designated by Council, and the answer to such grievance shall be made in writing, a copy to the F. O. P., within five (5) days after the next regular meeting of Mayor and Council after submission of the grievance to them.

(c) If the grievance is not settled through Steps (a) and (b), the F.O.P. shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The arbitrators shall have full power to hear the dispute and make a final determination which shall be binding on all parties. The cost of the arbitration shall be borne by the Town and F.O.P. equally.

ARTICLE XVII - WAGES

Section 1. The salary for patrolmen for the year 1978 shall be as follows:

- (a) For patrolmen with less than six-months' continuous service prior to January 1, 1978, the base salary shall be \$10,000.00.
- (b) For patrolmen with more than six months and less than 18-months' continuous service prior to January 1, 1978, the base salary shall be \$11,000.00.

- (c) For patrolmen with more than 18 months and less than 30-months' continuous service prior to January 1, 1978, the base salary shall be \$12,000.00.
- (d) For patrolmen with more than 30 months and less than 42-months' of continuous service prior to January 1, 1978, the base salary shall be \$13,000.00.
- (e) For patrolmen with more than 42 months of continuous service prior to January 1, 1978 the base salary shall be \$14,000.00
- (f) The increment for all members of the force who are par of the party of the first part and who have exceeded the maximum tenure set forth in (e) above, shall be \$200.00 for 1978; \$250.00 for 1979; and \$300.00 for 1980.
- (g) The above scale and all increments, raises and further provisions of this Article insofar as such relate to

C. E. T. A. employees, shall be subject to the limitations set by the enabling legislation for that program or any other general law of the State or Federal Government.

Section 2. Commencing January 1, 1979, the scale of salaries set forth in Section 1 of this Article shall be raised \$1,000.00 for each classification up to a maximum base salary for all patrolmen, after the adding of any annual increment, of \$14,000.00. The same \$1,000.00 increment shall be added for the year 1980 up to the stated maximum of \$14,000.00. Said increment shall be exclusive of all allowances, longevity and cost-of-living increases as hereinafter set forth. This scale shall be effective and relate to service computed as of January 1, 1978 and January 1st of each successive year, subject to the limitation that this contract shall only become effective upon the adoption of the municipal budget of the Town of Hammonton for the year 1978 and each annual budget thereafter and subject to the passage of the salary ordinance of the Town of Hammonton covering the particular year of service in question.

Section 3. Should any member have over six-months' continuous service as of January 1st of any given year, it shall be counted as a full year of continuous service. Should a member have less than six-months' continuous service as of any January 1st, said member shall not receive credit for said prior service.

Section 4. The salary for sergeants shall be \$15,358.00 plus longevity, commencing January 1, 1978, except for Sergeant Joseph Maimone. Sergeant Joseph Maimone's salary shall be \$14,940 plus longevity for the year 1978. There shall be added as an increment to the salary for sergeants for the year 1979, an increment of \$250.00 and there shall be added to the salary for sergeants for the year 1980 an increment of \$300.00. All such increments shall be exclusive of longevity and the cost-of-living increase.

Section 5. The following patrolmen will receive the following base salaries, plus longevity, as of January 1, 1978:

(a)	William Pinto	\$ 14,200.00	plus longevity
(b)	Charles Sbarra	14,200.00	plus longevity
(c)	Anthony Vaccarella	14,200.00	plus longevity
(d)	John Panepinto	14,200.00	plus longevity
(e)	Harry Fricke	14,200.00	plus longevity
(f)	Anthony Scaltrito	14,200.00	plus longevity
(g)	Salvatore Capozza	14,200.00	plus longevity
(h)	Edward Mangini	14,200.00	
(i)	Frank Ingemi	14,200.00	plus longevity
(j)	John Mavilla	11,000.00	
(k)	Humberto Colon	11,000.00	
(l)	David Ness	11,000.00	
(m)	Stephen McBrearty	10,000.00	
(n)	Donald Palmieri	10,000.00	
(o)	Robert Furgione	10,000.00	
(p)	Henry Carr	10,000.00	

Section 6. In addition to the raise in salary levels of all members, including sergeants, effective January 1, 1978, all members shall be entitled to an additional raise equal to any rise in the national cost-of-living index during the year 1977, which cost-of-living allowance shall be in addition to all increments granted to members under Article XVIII for purposes of this agreement. The cost-of-living raise shall be presumed to be six-percent (6%) per year for each year covered by this contract.

ARTICLE XVIII - LONGEVITY

Section 1. In addition to salary, employees shall receive longevity pay to be computed at two percent (2%) of employee's base pay for every five (5) years of service to a maximum of six percent (6%) after fifteen (15) years of service. However, the cost-of-living allowance set forth in Article XVII Section 6 shall not be computed on the longevity pay, but shall only be computed on the base salary with increments.

ARTICLE XIX - COURT TIME

Section 1. If a member is required to appear in the Municipal Court of the Town of Hammonton on his time off, he shall be paid the sum of Ten Dollars (\$10.00) for his said appearance.

Section 2. If a member is required to appear in any Court or agency hearing other than Municipal Court, he shall receive a flat Twenty Dollars (\$20.00) for all hours worked up to a maximum of four (4) hours. Should he be required to remain beyond four (4) hours, he shall receive a flat Thirty Dollars (\$30.00) in payment.

Section 3. If a member is working his normal duty and is required to appear in court, he will not receive any of the above payments. He shall receive his normal pay.

Section 4. All payments for court time shall be computed for three periods during the calendar year with the first period being of court time accumulated from January 1st to June 30th of any given year; the second period being the court time computed for that period between July 1st and November 30th of any given year; and the third period being any court time accumulated from December 1st to December 31st of any given year. Payments for each said period will be submitted for approval to Mayor and Council at the next regular meeting of Mayor and Council subsequent to the expiration of the period for payment as hereinabove set forth.

#### ARTICLE XX - MISCELLANEOUS PROVISIONS

##### Section 1. School.

(a) The members shall be paid at regular rate of pay for attendance at police-related schools when assigned by the Police Department.

(b) The Town shall reimburse all members for gasoline and tolls while attending a police school or Court.

(c) In the event a member is not able to use a Town vehicle to attend a police school or Court, he shall be compensated at the rate of twelve cents (12¢) per mile and tolls.

(d) Mayor and Council agree to request that the Chief of Police post a notice advising all members of the availability of any police training schools or seminars when the Chief receives notice of same.

Section 2. All members shall be made aware of any reports or charges concerning him. He shall have the right to remain silent until he consults with an attorney or the F. O. P.

#### ARTICLE XXI - DURATION OF AGREEMENT

This agreement shall be effective as of January 1, 1978 and shall terminate on December 31, 1980. Bargaining for the next succeeding contract shall commence on or about August 1, 1980. In the event no agreement is reached between the parties

by November 1, 1980, it is hereby agreed that an impasse shall have been reached and at that time, the parties agree to mediation and factfinding pursuant to New Jersey Statutes Annotated 34:13A-1 et seq. If an agreement is still not reached following mediation and factfinding, parties agree to submit their issues to an arbitrator whose decision on the terms of said collective bargaining agreement shall be binding under the parties. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission. The cost of said arbitration including the arbitrator's fee shall be borne equally by the parties.

ARTICLE XXII - EFFECTIVE DATE

This contract shall be effective January 1, 1978, subject to the adopting of a municipal budget covering sufficient appropriation to cover said contract for the year 1978 by Mayor and Council and subject to the passage of a salary ordinance for the year 1978 consistent with said budget and consistent with the terms of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective and appropriately attested thereto.

Attest:

*Edward Aiello*  
Sgt. Edward Aiello, Neg.

HAMMONTON F. O. P. LODGE 44

By *Frank LaSasso*  
Frank LaSasso, Chairman  
Negotiating Committee

Attest:

*Diane DeCicco*  
Diane DeCicco, Clerk

TOWN OF HAMMONTON

By *Russell P. Clark*  
RUSSELL P. CLARK, Mayor