

**COLLECTIVE BARGAINING
AGREEMENT**

2002 – 2004

Between

CITY OF LAMBERTVILLE

And

**LAMBERTVILLE POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL NO. 343**

TABLE OF CONTENTS

	PAGE
I. RECOGNITION	1
II. LEGAL REFERENCE	1
1. CONTROLLING LAW	1
2. RIGHTS AVAILABLE	1
3. SEVERABILITY	1
III. NON-DISCRIMINATION AGREEMENT	2
IV. GRIEVANCE PROCEDURE	2
1. DEFINITION	2
2. STEP 1	2
3. STEP 2	2
4. STEP 3	3
5. EXTENSIONS	4
6. CALCULATION OF TIME	4
V. SPECIAL POLICE OFFICERS	4
VI. HOURS OF WORK	4
1. CURRENT SCHEDULE	4, 5
2. HOURS PER YEAR	5
3. OVERTIME	6
4. BASE SALARY	6
5. SCHOOLING	6
6. SHORTFALL	6
7. SPECIAL DETAILS	6
8. ADDITIONAL DUTY	6
9. POSTING OF WORK SCHEDULE	6
10. NOTIFICATION	7
VII. OVERTIME	7
1. OVERTIME DUE	7
2. AUTHORIZATION	7
3. MINIMUM HOURS	8
4. COURT DUTY	8
5. OVERTIME ROSTER	8
6. EQUALIZATION	8
7. PAYMENT DUE	8
8. DEPARTMENTAL MEETING	8
9. OVERTIME FORMS	9

TABLE OF CONTENTS continued

10.	DAYS OFF	9
11.	COMPENSATORY TIME OFF	9
VIII.	SALARY	9
1.	DEFINITIONS	9
a.	YEARS OF SERVICE	9
2.	CURRENT CLASS	10
3.	SALARY CLASS ARRAY	10
4.	SALARY ARRAY	11
IX.	EDUCATIONAL INCENTIVE	11
1.	DEGREES	11
2.	COLLEGE CREDITS	12
3.	NOT INCLUDED IN PENSION	12
4.	REQUIREMENTS	12
5.	SCHEDULE CHANGES	12
6.	ELIGIBILITY	12
7.	EMPLOYMENT PERIOD	13
X.	DEATH IN THE FAMILY	13
1.	PROVISIONS	13
2.	EXTENSIONS	13
XI.	PERSONAL DAYS LEAVE	13
XII.	LEAVE OF ABSENCE	14
1.	PROCEDURE	14

TABLE OF CONTENTS continued

2.	REASONS FOR DENIAL	14
XIII.	MILITARY LEAVE	14
XIV.	VACATIONS	14
1.	CALCULATIONS	14
2.	LIMITATIONS	15
3.	PROCEDURE	15
4.	NO OTHER ASSIGNMENTS	15
5.	EMERGENCY RECALL	15
6.	ACCUMULATION	16
7.	PAYMENT IN LIEU	16
8.	SENIORITY	16
XV.	HOLIDAYS	16
1.	OBSERVED	16
2.	NOT WORKED	16
3.	WORKED	17
4.	OVERTIME DURING HOLIDAY	17
5.	STARTING TIME	17
XVI.	SICK LEAVE	17
1.	DEFINITION	17
2.	NOTIFICATION	17
3.	CALCULATION	17
4.	PHYSICIAN'S CERTIFICATE	18

TABLE OF CONTENTS continued

	5. TIME PERIOD	18
	6. PAYMENT UPON SEPARATION	18
	7. DISABILITY	18
	8. INTERPRETATION	19
XVII.	LONGEVITY INCENTIVE	19
	1. COMPUTATION	19
	2. PAYMENT DATES	20
XVIII.	MISCELLANEOUS	20
	1. LEGAL REPRESENTATION	20
	2. EXPENSE REIMBURSEMENT	20
	3. SENIOR OFFICER	21
	4. CLOTHING AND EQUIPMENT	21
	5. MAINTENANCE	22
	6. POLICE DEPARTMENT MEETINGS.....	22
	7. BULLETIN BOARD	22
	8. DUES CHECK OFF	22
	9. COMPLIANCE WITH FEDERAL & STATE FAMILY LEAVE ACT	23
XIX.	HOSPITAL AND MEDICAL INSURANCE	23
	1. LEVEL OF INSURANCE	23
	2. RETIREMENT BENEFITS	23
	3. WORKER'S COMPENSATION	23
	4. PRESCRIPTION PLAN	23

TABLE OF CONTENTS continued

5.	DENTAL PLAN	24
XX.	INDEMNIFICATION	24
1.	EMPLOYMENT	24
2.	SPECIAL POLICE OFFICERS ASSIGNMENT...	24
XXI.	POLICE OFFICER'S SAFETY	24
1.	VEHICLES	24
2.	NON-USE OF PERSONAL VEHICLES	24
3.	VEHICLE EQUIPMENT	24
4.	QUALIFICATION	25
XXII.	SCHEDULE I	25
XXIII.	PROMOTIONS	27
1.	PREFERENCE	27
2.	OPEN POSITION	27
XIV.	COMMENDATION AND HONORABLE MENTION	27
1.	REVIEW BOARD	27
2.	AWARDS	27
3.	GUIDELINES	27
XXV.	RETENTION OF BENEFITS	27
XXVI.	PRINTING AGREEMENT	28
XXVII.	DUTY DETAILS	28
1.	SPECIAL DUTY	28

TABLE OF CONTENTS continued

2.	ASSIGNMENTS	28
3.	COMPENSATION	28
4.	NOTICE	29
5.	PAYMENT	29
6.	NOT INCLUDIBLE FOR PENSION PLAN	29
XXVIII.	SAVINGS CLAUSE	29
1.	INVALIDITY	29
2.	RENEGOTIATION	29
3.	MODIFICATION	29
XXIX.	PERSONNEL FILES	29
1.	NUMBER OF FILES	29
2.	CONFIDENTIALITY	30
3.	INSPECTION	30
4.	RIGHT TO REBUT	30
5.	MEDICAL RECORD FILE	30
XXX.	JUST CAUSE PROVISION	30
XXXI.	EMPLOYEE RIGHTS DURING INVESTIGATIONS	31
XXXII.	OFFICIAL CORRESPONDENCE	31
XXXIII.	PROBATIONARY STATUS	31
XXXIV.	NO STRIKE OR LOCKOUT	31
XXXV.	MANAGEMENT RIGHTS	32
1.	GENERALLY	32

TABLE OF CONTENTS continued

2.	MANAGEMENT PREROGATIVE	32
3.	EXISTING RULES & REGULATIONS	32
4.	WORKING CONDITIONS	33
XXXVI.	DISTRIBUTION OF RULES AND REGULATIONS	33
1.	COPIES	33
2.	ACKNOWLEDGEMENT	33
3.	COMPLIANCE	33
XXXVII.	PAYMENT FOR SENIOR OFFICER IN CHARGE STATUS	34
XXXVIII.	PBA BUSINESS	34
XXXIX.	REDUCTION IN FORCE	34
1.	NOTICE	34
2.	REDUCTION IN FORCE LIST	34
3.	REAPPOINTMENT	34
XL.	REPRESENTATION FEE	35
1.	GENERALLY	35
2.	NOTIFICATION	35
3.	PAYROLL DEDUCTION SCHEDULE	35
4.	TERMINATION OF EMPLOYMENT	36
5.	DEDUCTION AND TRANSMISSION OF FEES ..	36
6.	CHANGES	36
7.	NEW EMPLOYEES	36
8.	HOLD HARMLESS	36

TABLE OF CONTENTS continued

XLI. HEADINGS	36
XLII DURATION OF AGREEMENT	37

I. RECOGNITION

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

This agreement does not cover the Chief of Police, Police Director, Lieutenant of Police, Special Police Officers, Special School Crossing Guards, Parking Enforcement Officers, or Clerical Employees.

II. LEGAL REFERENCE

1. CONTROLLING LAW: Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution or administrative code and police department rules and regulations upon any City official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring City officials to follow the terms contained herein to the extent that they are in conformance with the duties and responsibilities conferred upon them by law.
2. RIGHTS AVAILABLE: Nothing contained herein shall be construed to deny or restrict to any police officer such rights as the officer may have under any other applicable law and/or regulations. The rights granted to police officers hereunder shall be deemed to be in addition to those provided elsewhere.
3. SEVERABILITY: If any provision of this agreement or any application of this Agreement to the regular police department is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. The remainder of the Agreement shall continue in full force and effect.

III. NON-DISCRIMINATION AGREEMENT

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

IV. GRIEVANCE PROCEDURE

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

2. STEP 1: The president of the PBA, or a PBA-designated representative, shall present the grievance in writing to the Chief of Police or his designee or Police Director within fifteen (15) days after the Employee knew or should have known of the grievance, but in no event later than thirty (30) days after the occurrence of the facts giving rise to the grievance. The Chief of Police or Police Director shall answer the grievance in writing within ten (10) days from the date of presentation.

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

position of the PBA with respect to same. The City Council or its designee shall respond in writing to the grievance within five (5) days following the next regularly scheduled meeting of the City Council after the grievance was presented; provided however, that if the grievance is not presented within seven days of the next regularly scheduled meeting of the City Council, the City Council or its designee shall respond within five days following the second regularly scheduled meeting next occurring after presentation of the grievance at Step 2.

4. STEP 3: If the grievance has not been satisfactorily resolved in Step 2 or if no response has been received within the time permitted, then, no later than ten (10) days from the latter of the two foregoing events, the PBA, and only the PBA, may refer the matter to arbitration through the procedures of the Public Employment Relations Commission (PERC) for selection of an arbitrator.
 - a. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
 - b. The arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.
 - c. The arbitrator shall be bound by the provisions of this Agreement, and shall be restricted to the application of the facts presented in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this agreement or amendment or supplement thereto.
 - d. In cases involving back pay the arbitrator may award such back pay only to the date for which the grievance was filed.

5. EXTENSIONS: All of the time limits contained in this Article of the Agreement may be extended by mutual consent. Unless such time limits are extended by mutual consent, the failure to observe the time limits herein stated for the presentation of the grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance or right to arbitration and be deemed a settlement thereof.
6. CALCULATION OF TIME: All days referred to herein shall be calendar days.

V. SPECIAL POLICE OFFICERS

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

VI. HOURS OF WORK

1. CURRENT SCHEDULE:

The parties acknowledge that the Police Director shall assign employees covered by this agreement to a work schedule, currently a shift rotation comprised of three (3) rotating shifts grouped into four consecutive eight and one-half (8 1/2) hour workdays followed by two consecutive days off; with each four and two shift being worked twice consecutively before rotating to the next shift. A schedule change may be requested by the union, in writing.

However, such a schedule change shall not violate the Federal Fair Labor Standards Act or any Federal or State law or regulation to result in overtime and shall be based

upon the current employee work force. The Police Director will review the request and may implement the proposed schedule, on a trial basis, if he/she determines that said schedule does not require additional personnel, violate the Federal Fair Labor Standards Act, or present any significant administrative or operational impediments to the efficient operation of the department. The Police Director may terminate any proposed schedule initiated on a trial basis, at the conclusion of a prearranged trial period, for any of the reasons cited above. Should this occur, the work schedule will revert back to the current duty schedule noted herein.

2. HOURS PER YEAR: The parties understand and agree that the standard work schedule for Employees covered by this Agreement is 2,068 hours per year, unless modified as specified in item 1 above. The parties understand and agree that due to calendar variations from year to year, individual officers may be incidentally scheduled to work a number of hours which is minimally greater or lesser than 2,068 in any given year. Any work schedule will comply with all State and Federal laws and regulations, such that no overtime will result unless and until an employee works over his or her regular daily tour of duty. Thus, no overtime can accrue so long as the employee works his or her regular shift in any week, month or year.

3. OVERTIME: The parties agree that the over-time rate will be paid for any hours worked over the Employee's regular daily tour of duty.
4. BASE SALARY: Notwithstanding the annual number of work hours set forth herein, the base salary rate shall be determined by dividing the base annual salary by two thousand eighty (2,080). Educational incentive will be added to the base salary.
5. SCHOOLING: Schooling when not scheduled on a regular tour of duty and approved by the Chief of Police or Police Director, or his designee, will be paid at straight time except as otherwise required by federal or state law. A minimum of one school or seminar per year will be attended by each member of the department from an approved list of schools.
6. SHORTFALL OF HOURS: If the schedule does not provide two thousand sixty-eight (2,068) hours of work in a given year, the hours needed to make up 2068 Will be used to attend schools and/or City sponsored activities (i.e. parades, etc.); provided, however, that no individual officer shall be required to work any such activities solely because his or her individual work schedule is incidentally and minimally less than two thousand sixty-eight (2,068) hours in any year due to calendar variations.
7. SPECIAL DETAILS: Special details are addressed in Article XXVII.
8. ADDITIONAL DUTY: Any additional duty, over regularly scheduled tour of duty, is over-time except cases discussed elsewhere in other provisions of this contract.
9. POSTING OF WORK SCHEDULE: The City agrees to post the Employees' work schedule sixty (60) days in advance of the starting date for such posted schedule.

10. NOTIFICATION: The PBA shall be notified prior to the implementation of any permanent changes in the tours of duty, and shall have the right to discuss any permanent changes with the Chief of Police and/or Police Director, the Mayor, and the City Council within fourteen (14) working days from the date of receiving notice of the proposed changes or by the date of the regularly scheduled City Council meeting next following notice of the proposed changes, whichever is later. Upon termination of the notice period, the City shall have the right to implement any such proposed changes in the tours of duty.

VII. OVERTIME

1. OVERTIME DUE: Overtime shall be paid to any Employee who is required to work in excess of their regularly scheduled tour of duty except for Article VI, Section 6 ("Schooling"). Overtime shall be paid to any Employee who is required to work on any regularly scheduled day off (excluding Holidays, see Article XV), or for any purpose stated below. Employees shall be compensated at the rate of one and one-half (1½) times their regular hourly rate. There shall be no pyramiding of overtime for any purpose (e.g. an officer who works more than his or her current work schedule and by virtue of the same time works more than 40 hours in a week, shall receive overtime payment at time and one-half (1½) his or her rate of pay for all such hours greater than his or her current work schedule). This provision shall not apply to an Employee who is required to work on holidays.
2. AUTHORIZATION: Employees shall not be paid overtime for hours worked as listed above, unless such overtime is approved and/or authorized by the Chief of Police or Police Director or his designated officer.

3. MINIMUM HOURS: Scheduled overtime will be paid at a minimum of three (3) hours and be scheduled at least seven (7) days in advance. This does not apply to the extension of a shift. Unscheduled overtime will be paid at a minimum of four (4) hours overtime.
4. COURT DUTY: Any regular Employee required to report to any Court, including Civil, due to action arising out of the performance of duties as a Lambertville Police Officer, shall receive a minimum of three (3) hours overtime compensation. Additionally, all hours the Employee is required to remain in Court shall be paid at the regular overtime rate on an hour-for-hour basis unless the hour(s) in Court occur during the Employee's regular tour of duty. Transportation to and from Court shall be provided by the City from Lambertville Police Headquarters for such Employees.
5. OVERTIME ROSTER: A published list of all regular full time members of the department shall be maintained by the Chief of Police or Police Director, and overtime shall be equally distributed to the extent possible on a rotating basis among the regular full time officers, except in an emergency situation as defined by N.J.S.A. 40A.
6. EQUALIZATION: If an officer declines to perform overtime work, it shall be considered as if the overtime has been worked for the purpose of equalizing overtime distribution. No payment of any kind shall be made for overtime not actually worked.
7. PAYMENT DUE: Monetary compensation for overtime worked within any pay period shall be paid in the pay period next following the pay period in which the overtime was worked, provided the necessary document is timely submitted by the officer.
8. DEPARTMENTAL MEETING: Employees may be required to attend four (4) scheduled two (2) hour departmental meetings during each calendar year without receiving compensation. Any meetings over the four (4) aforementioned or in excess of two (2) hours, shall be considered overtime and any Employee

attending such additional meetings shall be compensated unless the meeting is held during his regular tour of duty. Employees must attend the department meetings unless excused by the Chief of Police or Police Director or his designee or unless the Employees have approved vacation, personal time or sick leave.

9. OVERTIME FORMS: Overtime must be submitted on the forms approved for payment of overtime by the City.
10. DAYS OFF: Overtime shall also be paid to any Employee who is required to work on any regularly scheduled day off.
11. COMPENSATORY TIME OFF: Effective September 1, 1999, for overtime earned pursuant to this article, Officers may, at their election, be compensated in the form of paid compensatory time off at overtime rates. An Officer shall give forty-eight hours notice requesting the use of such time and such request shall not be unreasonable denied; provided however, that the City may deny the use of compensatory time if the granting of such time would require use of overtime hours to cover the period of time sought by the requesting officer.

VIII. SALARY

1. DEFINITIONS: Definition of Employees' salary status.
 - a. YEARS OF SERVICE: Years of service shall mean the years since the date of hire as a full-time Certified Police Officer in the Lambertville Police Department. If an Employee has previous service with another police agency prior to service with the Lambertville Police Department, years of service, at the option of the Employer, may mean years of police service as a Certified Police Officer. Credit for prior years of service shall be given on a year-for-year basis at a rate of a year equalling 2,068 hours.

2. CURRENT CLASS: In no event shall any Employee due to adoption of this Agreement be reduced in salary class.

3. SALARY CLASS ARRAY:

The below years of service salary class array shall be applicable to all employees covered hereunder.

Salary Class	Prior PTC Certified Service	Years in Class
7th Class		0 to 1 year
6th Class		1+ to 2 years
5th Class		2+ to 3 years
4th Class		3+ to 4 years
3rd Class		4+ to 5 years
2nd Class ¹		5+ to 6 years
1st Class		6+ years
Corporal	Not Applicable	
Sergeant	Not Applicable	

¹ Ptl. Lacey shall be included in Salary Class 2nd.

4. SALARY ARRAY: The below salary array shall be applicable to all employees covered hereunder for the years 2002 through 2004. Paychecks will be issued every two weeks. Increments shall be paid on appropriate anniversary dates.

The salary increase for the year 2002 shall not be retroactive to January 1, but shall commence retroactive to May 1, 2002, on a pro-rata basis for the annual salary set forth in the chart.

	5/1/02	1/1/03	1/1/04
Salary Class	3.5%	3.5%	3.5%
7th Class	\$31,103.82	\$32,192.45	\$33,319.18
6th Class	\$33,548.49	\$34,722.69	\$35,937.99
5th Class	\$35,991.09	\$37,250.78	\$38,544.55
4th Class	\$36,517.91	\$37,796.04	\$39,118.91
3rd Class	\$41,609.07	\$43,065.39	\$44,572.68
2nd Class	\$45,642.47	\$47,239.96	\$48,893.36
1st Class	\$53,397.72	\$55,266.64	\$57,200.97
Corporal	\$56,067.60	\$58,029.97	\$60,061.02
Sergeant	\$58,870.99	\$60,061.02	\$63,064.07

IX. EDUCATIONAL INCENTIVE

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

2. COLLEGE CREDITS: The employer further agrees to pay each member of the Lambertville Police Department, who does not have an Associate's Degree or a Bachelor's Degree, the sum of ten dollars (\$10.00) per year per college credit for those credits that are criminal justice or job-related. Electives will not be recognized for payment under this section.
3. NOT INCLUDED IN PENSION: The payments set forth shall not be used in the computation of pension.
4. REQUIREMENTS: Employees attending school in order to attain an Associate's or Bachelor's Degree, while employed by the Lambertville Police Department, shall receive payment under section two (2) for said course(s) provided that:
 - a. Appropriate vouchers are submitted to the employer before payment is made, and
 - b. The employee successfully completes the course or courses with a grade or grade point average of "C" or better.
5. SCHEDULE CHANGES: The Chief of Police or Police Director shall approve necessary schedule changes to permit employees covered hereunder to attend law enforcement courses. Permission for such attendance and necessary schedule changes shall not be unreasonably withheld. Such schedule changes shall not interfere with the efficient operation of the department.
6. ELIGIBILITY: In order for an Employee to be eligible for an Educational Incentive, as set forth above, said employee must have been employed by the Lambertville Police Department for a period of one (1) year or completed probationary status with the Lambertville Police Department, whichever occurs first.

7. EMPLOYMENT PERIOD: The Employees agree that in consideration for obtaining an Educational Incentive, they will remain employed by the Employer for a period of two years (2) for each year of credits paid for by the Employer on a pro rata basis. (A year of credit is defined as two (2) semesters or thirty-six (36) credits.) Should the Employee fail to remain employed as set forth herein, the Employee shall reimburse the Employer for all sums paid by the Employer as Educational Incentives during the year previous to termination of employment. There shall be no reimbursement when the reason for failing to remain employed is due to no fault of the Employee.

X. DEATH IN THE FAMILY

1. PROVISIONS: Every Employee covered by this agreement shall be granted leave with pay upon the death of a member of the family. Each leave shall be taken between the day of death and up to and including the third day after the burial based upon the following schedule:
 - a. For the death of a Spouse, Life Partner, Father, Mother, Brother, Sister, Son or Daughter or other relative residing in the household, a maximum of five (5) working days.
 - b. For the death of Aunt, Uncle, Father-In-Law or Mother-in-Law, Life Partner's Father or Mother a maximum of three (3) working days.
2. EXTENSIONS: The times listed pertaining to this article may be extended by the Mayor, or his designee, upon application in writing by the Officer with written approval by the Chief of Police or Police Director.

XI. PERSONAL DAYS LEAVE

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

XII. LEAVE OF ABSENCE

1. PROCEDURE: The Employer agrees to grant a leave of absence without pay for personal reasons, for a period of up to one (1) year, upon thirty (30) days prior written notice given by the Employee. If subject to the notification requirements set forth below, the Employee wishes to return to employment, the Employee will immediately be rehired and returned to duty at the rank and salary classification previously occupied with no loss of seniority or other contractual benefits; provided, however, that said Employee shall be granted no seniority credit for any purpose for the period of his or her leave.

2. REASONS FOR DENIAL: Such leave shall be denied, if such leave is to allow the Employee to accept employment with another law enforcement agency. If a leave is granted for some other purpose, and during the leave the Employee accepts employment in another law enforcement agency, the leave will be immediately terminated. An Employee granted a leave must request reinstatement in writing no later than 60 days before he or she wishes to be reinstated.

XIII. MILITARY LEAVE

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

XIV. VACATIONS

1. CALCULATION: All full time Employees covered by this agreement are authorized an annual vacation allowance with full pay which shall accrue to each employee on a calendar year basis as follows:
 - a. Employees shall be entitled to ten (10) vacation days upon completion of their first twelve (12) consecutive months of employment. Pro-rated vacation may be taken after seven (7) consecutive months of employment.

- b. Employees completing twenty-four (24) months of service through sixty (60) months of service shall be entitled to twelve (12) days vacation.
 - c. Employees completing sixty (60) months of service through one hundred twenty (120) months of service shall be entitled to sixteen (16) days vacation.
 - d. Employees completing one hundred twenty (120) months of service through one hundred eighty (180) months of service shall be entitled to twenty (20) days vacation.
 - e. Employees completing one hundred eighty (180) months of service through two hundred forty (240) months shall be entitled to twenty-three (23) days vacation.
 - f. Employees completing two hundred forty (240) months or more in service shall be entitled to twenty-five (25) days vacation.
2. LIMITATIONS: Two Employees from the bargaining unit may be on vacation at the same time.
3. PROCEDURE: Vacation selections may begin on or before January 1st. The first round of selections shall be completed by February 1st. The vacation list will always be available to each officer showing those who have selected vacations. Unused vacation time not taken when the first list is compiled shall be requested according to the following procedure: Requests for such time must be submitted by the 15th of the month immediately preceding the month in which the officer is requesting vacation time.
4. NO OTHER ASSIGNMENTS: Employees on vacation shall not be required to attend any parades or similar events, department or City activities. In the event they choose to do so, their vacation shall be extended, upon request of that employee.
5. EMERGENCY RECALL: No Employee who is on vacation shall be recalled to duty except in case of full mobilization of the department by the Chief of Police or other designated authority to meet a clear and present danger confronting the City.

6. ACCUMULATION: Vacation time shall be cumulative from year to year but not in excess of thirty (30) days vacation leave in any one (1) year. All vacation time in excess must be taken or payment made in lieu of said time at the Employee's option. No more than two (2) weeks vacation may be taken in succession without prior approval of the Chief of Police or Police Director or the Mayor.
7. PAYMENT IN LIEU: A permanent Employee who retires or leaves employment with the Police Department in good standing shall be entitled to payment for all vacation time accrued and/or earned during his employment. The current year's vacation shall be pro-rated on a monthly basis.
8. SENIORITY: If three (3) or more Employees submit for vacation during the same time period, vacation shall be approved based on the seniority of the employees requesting such time.

XV. HOLIDAYS

1. OBSERVED: The following days are designated as holidays for all Employees covered by this Agreement for each calendar year of this Agreement and shall be observed on the dates indicated by the State of New Jersey:

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

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

3. WORKED: Employees who are required to work on an observed holiday will be paid at an overtime rate of pay for all hours worked on the holiday plus payment of their regular rate of pay.
4. OVERTIME DURING HOLIDAY: Employees who are required to work more than eight and one half (8½) hours on an observed holiday or are required to work in excess of their regular weekly tour of duty will be compensated at the rate of two (2) times their regular hourly rate for all hours worked on such holiday, plus payment of their regular rate of pay for the holiday.
5. STARTING TIME: If an Employee's shift starts in an observed holiday, Employees will receive holiday rate of pay outlined above for the entire shift.

XVI. SICK LEAVE

1. DEFINITION: Sick leave is the absence of an Employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the Employee's immediate family who is seriously ill, requiring care or attendance by such Employee.
2. NOTIFICATION: If an Employee is absent for reasons that entitle the Employee to sick leave, the supervisor shall be notified promptly, pursuant to existing policies and procedure.
3. CALCULATION: Sick leave shall be earned in the following manner:
 - a. three-fourth (3/4) day for each full month of service with the Employer during the first calendar year of employment.
 - b. one and one fourth (1 1/4) day for each full month of service during the second calendar year of employment and thereafter.

- c. Sick leave credit shall not accrue while an employee is absent on leave without pay.
4. PHYSICIAN'S CERTIFICATE: An Employee who is required by the Employer to submit a physician's certificate as evidence substantiating an illness or injury shall be reimbursed by the Employer for the cost of the physician's examination. If the City requires an examination, it will be by the City's designated physician unless prior approval is given by the Chief of Police or Police Director and Mayor, or their designees, for an alternate physician. Such approval shall be in writing.
 5. TIME PERIOD: An Employee injured or taken seriously ill as a result of performance of regular duties shall continue to draw full base salary for a period of up to one (1) year from the date of occurrence. The Employee shall not be required to utilize accumulated sick time, vacation time, or personal leave; however, said employee shall not earn sick, vacation or personal time during such leave.
 6. PAYMENT UPON SEPARATION: Sick leave credits shall accrue from one year to the next. The Employer agrees to make a monetary reimbursement for all sick days not used by the Employee, not to exceed twenty thousand (\$20,000.00) dollars. Effective for Officers hired after September 1, 1999 only, the aforesaid payment shall be limited to a maximum of fifteen thousand (\$15,000.00) dollars. This payment will be made at the time the Employee leaves from the service of the City, provided said Employee leaves in good standing. Such payment shall be made at the Employee's base salary at the time of separation of service.
 7. DISABILITY: If an Employee becomes disabled as a result of an injury or illness arising out of or in the course of employment by the City of Lambertville, then, from and after the date of disability retirement, the City shall pay the premium costs of health insurance benefits in the form for which those benefits are provided in the agreement or subsequent agreements.

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

XVII. LONGEVITY INCENTIVE

1. COMPUTATION: The Employer agrees that Employees who remain in the service of the City of Lambertville for extended periods shall be compensated for said duration in the following manner:
 - a. On the anniversary of five (5) years of police service through the anniversary of nine (9) years of employment with the City of Lambertville as a full-time Certified Police Officer, the Employee shall receive the sum of four hundred dollars (\$400.00) annually.
 - b. On the anniversary of ten (10) years of employment with the City of Lambertville as a full-time Certified Police Officer through the anniversary of fourteen (14) years of police service the Employee shall receive the sum of eight hundred fifty dollars (\$850.00) annually.
 - c. On the anniversary of fifteen (15) years of employment with the City of Lambertville as a full-time Certified Police Officer through the anniversary of nineteen (19) years of police service the Employee shall receive the sum of one thousand two hundred fifty dollars (\$1,250.00) annually.
 - d. On the anniversary of twenty (20) years of employment with the City of Lambertville as a full-time Certified Police Officer, and annually every year thereafter, until the Employee leaves employment of the City, the Employee shall receive one thousand eight hundred fifty dollars (\$1,850.00) annually.

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

XVIII. MISCELLANEOUS

1. LEGAL REPRESENTATION: If an Employee covered hereunder is made a defendant in a law suit or other legal proceeding arising out of, or incidental to the performance of City police duties for which the City does not have insurance coverage, then, and in that event the City will provide the Employee with counsel to defend such suit or legal proceeding. If the Employee is unsatisfied with counsel provided by the City, the Employee may, at his or her own expense, retain private counsel, in which event the City shall reimburse the Employee with an amount which the City and Employee determines is a just fee for reasonably disposing of the matter.
2. EXPENSE REIMBURSEMENT: Upon approval by the Chief of Police or Police Director, Employees covered hereunder shall be reimbursed for out-of-pocket expenses incurred in connection with performance of official duties on the following basis:
 - a. Tolls, parking fees and lodging. Reimbursement of reasonable expense incurred for the aforementioned items shall be made by the Employer upon presentation of validated receipts.
 - b. Payment for the above will be made after submission of voucher according to the City's policy for payment of vouchers.

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

4. CLOTHING AND EQUIPMENT:

- a. Each regular Employee shall receive the uniforms and equipment listed in Article XXII, Schedule I.
- b. The City shall replace items which through either normal wear or damage or destruction while in the line of duty shall become un-serviceable. Such determination of wear shall be made by the Chief of Police or Police Director or appropriate authority.
- c. In the event that any Employee is assigned to plain clothes duty for more than six (6) months in any calendar year, he or she shall receive an annual clothing allowance of six hundred seventy-five dollars (\$675.00) per year. The said payment will be made pro-rata at a monthly rate to be determined by dividing the annual payment by twelve.
- d. All property issued by the City shall remain the property of the City and is to be used only in the line of duty.
- e. Every officer shall sign for the issuance of equipment from the department and shall sign upon surrender of such equipment. Any equipment not returned shall be paid for by the Employee either in cash or

by the City deducting such payment from his last paycheck.

5. MAINTENANCE: The cost of furnishing and cleaning uniforms and equipment shall be limited to one set of uniforms per week or additional cleaning as required and authorized by the Chief of Police or Police Director, or appropriate authority.
6. POLICE DEPARTMENT MEETINGS: The members of the PBA agree to attend four (4) scheduled two (2) hour departmental meetings per year without compensation except as required by federal or state law. These meetings will be at the discretion of the Chief of Police or Police Director. Any meetings which the Employees are required to attend in excess of the agreed four (4) meetings or in excess of two (2) hours, will result in Employees being compensated at the normal overtime rate. The four (4) meetings will not be considered as part of the normal work week.
7. BULLETIN BOARD: The PBA shall have the use of a bulletin board at police headquarters for posting of notices relating to PBA meetings, official business, social functions, new items and other related items. The PBA agrees to maintain said board in a neat manner at all times.
8. DUES CHECK OFF: The employer agrees to make a bi-weekly deduction from the employee's paycheck at the request of the employee. Such deductions will be used to pay for said employee's PBA dues. Such deductions will be turned over to the PBA on a monthly basis. The amount to be deducted from each paycheck will be one-twenty-sixth (1/26) of the employee's annual dues.

9. COMPLIANCE WITH FEDERAL & STATE FAMILY LEAVE ACT:
The City agrees to provide such leaves and benefits as are required under the Federal Family and Medical Leave Act and the New Jersey Family Leave Act. It is understood and agreed that any Officer taking said leave under either of these Acts shall continue to accrue seniority of service during the period of said leave.

XIX. HOSPITAL AND MEDICAL INSURANCE

1. LEVEL OF INSURANCE: The Employer shall provide hospitalization and medical insurance comparable to that available through the State Health Benefits Program (SHBP). Should the Employer decide to offer a better plan to other City Employees, the PBA shall be included and covered under that plan.
2. RETIREMENT BENEFITS: The Employer agrees to provide retirement benefits as required by applicable New Jersey Statutes.
3. WORKER'S COMPENSATION: Any Worker's Compensation benefits for temporary disability received during periods of disability shall be set off against full base pay by the City. In this case the Employee shall either turn over any temporary disability payments to the City or the City will make up the difference between that sum and the Employee's salary so that there is no pyramiding of payments.
4. PRESCRIPTION PLAN: The City shall contribute the annual sum of one hundred dollars (\$100.00) per Employee for the purpose of purchasing a co-pay prescription drug program for Employees and dependents. The City shall assist the PBA in securing such a program which may include other municipal employees in order to obtain a group policy at group rates, provided that the City's obligation shall not exceed the foregoing one hundred dollars (\$100.00) per Employee annual payment.

5. DENTAL PLAN: The City agrees to pay to the PBA a total of four thousand dollars (\$4,000.00) per year for the total unit towards the dental insurance plan agreed to by the parties. Said payment shall be made in two (2) equal portions, due by the 15th of January and the 15th of July.

XX. INDEMNIFICATION

1. EMPLOYMENT: The Employer agrees to indemnify and hold Employees harmless from liability pursuant to law.
2. SPECIAL POLICE OFFICER ASSIGNMENT: If a special police officer is assigned to duty by an Employee or an Employee is responsible for such assignment, the City shall hold the senior officer harmless for any liability.

XXI. POLICE OFFICER'S SAFETY

1. VEHICLES: The City shall provide police patrol vehicles and maintain such vehicles in safe and proper working condition at all times.
2. NON-USE OF PERSONAL VEHICLES: Police Officers will not have to use their personal vehicles for patrol or other police duties.
3. VEHICLE EQUIPMENT: To ensure that the City's Police Officers can safely and efficiently perform their duties, the following equipment will be maintained in all patrol vehicles:
 - a. minimum of 12 flares;
 - b. one (1) multi-purpose fire extinguisher;
 - c. one (1) first-aid kit;
 - d. one (1) "LOC-JOC" motor vehicle door opener with proper instruction and release forms;
 - e. one (1) 12-gauge shotgun and shotgun holder, with approved ammunition for each vehicle; the ammuni-

tion for each such weapon to be provided by the Chief of Police or Police Director and the weapon is to be uniform in each vehicle;

- f. one (1) pair of handcuffs and twelve (12) plastic handcuffs with dykes for removal of same;
 - g. one (1) Blood Borne Pathogen Safety Kit including: puncture resistant disposable gloves; bleach cleaner; waterless disinfectant; rubber gloves; biohazard bags; masks and eye shields and demand valves for oxygen bottles; and
 - h. any additional equipment as required by the Chief of Police or Police Director.
4. QUALIFICATION: Every Police Officer will be allowed time off from regularly assigned duty, with pay, in accordance with statutes and the Attorney General's directives in order to qualify on an approved firearms course with an approved firearms instructor. The cost of ammunition for said qualifications shall be borne by the City of Lambertville.

XXII. SCHEDULE I

- 1. One (1) service semi-automatic pistol with appropriate holster and cartridge carrier and adequate .40 caliber factory manufactured service ammunition
- 2. One (1) off duty weapon with appropriate holster; for any officer who does not possess a conforming weapon; as determined by the Chief of Police or Police Director.
- 3. One(1) Sam Brown belt
- 4. One (1) handcuff case with handcuffs
- 5. One (1) Model PR 24 baton with belt holder
- 6. One (1) riot helmet with face shield
- 7. Four (4) pairs of trousers

8. Four (4) long sleeve shirts and four (4) short sleeve shirts
9. Three (3) ties
10. One (1) pair of shoes
11. One (1) hat with strap
12. One (1) raincoat with waterproof hat cover
13. One (1) pair of pull-over boots
14. One (1) overcoat
15. Two (2) badges - post type
16. One (1) badge (I.D. case type)
17. One (1) identification case with credentials
18. One (1) streamlight with charger in each police vehicle
19. One (1) pair of black leather gloves
20. One (1) pair kevlar gloves & case
21. Practice targets will be maintained at Police Headquarters
22. One (1) concealable soft body armor of adequate threat level (Threat Level IIIA and above). Armor will be replaced by City on date of expiration located on inside panel of vest.
23. One (1) hat badge
24. One (1) pocket mask for CPR, with case
25. One (1) pager set

XXIII. PROMOTIONS

1. PREFERENCE: The Employer agrees to give preference on advancement to current Employees as set forth in N.J.S.A. 40A
2. OPEN POSITION: If a newly created job or open job within the unit covered by this agreement exists which represents a promotion or advancement or transfer for Employees covered by this agreement, such job will be posted on the bulletin board for fifteen (15) working days. Such notice shall contain a description of the job and the rate of pay (minimum and maximum where applicable). Any Employee wishing to apply for a posted job shall do so in writing.

XIV. COMMENDATION AND HONORABLE MENTION

1. REVIEW BOARD: The parties agree to establish a Review Board which shall be comprised of one (1) member of the City Council, the Chief of Police or Police Director, and one (1) Police Officer from the Department selected by the PBA to review recommendations for awards and make recommendation for awards to the City Council.
2. AWARDS: Compensatory time off for the following awards shall be granted, subject to review and award of time off by the City Council;
 - a. For Commendation - two (2) days; and
 - b. For Honorable Mention - one (1) day.
3. GUIDELINES: Awards shall be given according to guidelines set by the PTC. The City reserves the right to add to the award process.

XXV. RETENTION OF BENEFITS

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

XXVI. PRINTING AGREEMENT

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

XXVII. DUTY DETAILS

1. SPECIAL DUTY: All members of the Lambertville Police Department who wish to work off duty, security, road traffic details, etc., shall get the approval of the Chief of Police or Police Director or, in his absence, the Lieutenant or Sergeant. The Chief of Police or Police Director shall make all arrangements with the hiring party.
2. ASSIGNMENTS: If a special police officer is assigned to duty by an Employee or an Employee is responsible for such assignment, the City shall hold the senior officer harmless for any liability.
3. COMPENSATION: Compensation for such employment shall be as follows:
 - a. Hourly rate of \$45.00 unless increased by ordinance or a higher amount is required by law. The City may add administrative fees to this hourly rate and bill the contractor accordingly for a combined rate;
 - b. A patrol vehicle shall be provided for the Employee, approved by the Chief of Police or Police Director or his designee;
 - c. A portable hand-held police radio shall be provided for the Officer by the City; and
 - d. A uniform to be worn shall be approved by the Chief of Police or Police Director.

4. NOTICE: It is understood that the hiring party must let the Lambertville Police Department know that a job, event, detail, etc., is canceled or postponed at least two (2) hours prior to the planned start time or the Employee will be compensated at a rate of two (2) hours pay.
5. PAYMENT: It is further understood that the fee for the said job will be paid directly to the City of Lambertville during the pay period in which the job is worked, at which point the City will pay the Employee no later than at the end of the next pay period.
6. NOT INCLUDIBLE FOR PENSION PLAN: Any work performed under this Article will not be considered as time worked under the departments regular work schedule and shall not be part of the base salary or the pension system.

XXVIII. SAVINGS CLAUSE

1. INVALIDITY: It is understood and agreed that if any provision of this agreement or the application of this agreement to any person or circumstances shall be held invalid the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
2. RENEGOTIATION: If any such provision is invalid, the Employer and the PBA will meet for the purpose of negotiating the changes made necessary by the applicable law.
3. MODIFICATION: It is understood and agreed that any article, section, and/or portion hereof may be deleted and/or modified upon mutual consent of both parties, in writing.

XXIX. PERSONNEL FILES

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

2. CONFIDENTIALITY: All personnel files are confidential, as well as the medical records file mentioned hereafter. The original personnel file shall be maintained in the office of the individual the City designates as keeper of Personnel Records. A copy shall be maintained by the Chief of Police or Police Director.
3. INSPECTION: An officer shall have the right to examine his personnel files upon giving the Chief of Police or Police Director at least two (2) working days notice. The Chief of Police or Police Director will then forward the request to the keeper of Personnel Records for an appointment to be scheduled.
4. RIGHT TO REBUT: An officer shall have the right to rebut, in writing, any materials contained in the personnel file. Such rebuttal shall be made by indicating on the document to be rebutted the following: "I have enclosed in my personnel file a rebuttal to this document dated _____" and enclosing with written rebuttal.
5. MEDICAL RECORD FILE: In addition to personnel files, the City shall maintain a separate medical records file for each Employee which shall be in the custody of the City's appointed medical records custodian. Information in this file shall only be released to authorized personnel on a need-to-know basis. Prior to any release of information, the Employee will be advised in writing, at least 24 hours in advance, as to intended release, the name(s) of the authorized personnel and their affiliation(s), and what information the City is intending to release.

XXX. JUST CAUSE PROVISION

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

XXXI. EMPLOYEE RIGHTS DURING INVESTIGATIONS

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

XXXII. OFFICIAL CORRESPONDENCE

Any notice or correspondence required by this Agreement to be served on the PBA shall be addressed to PBA Local 343, P.O. Box 23, Lambertville, New Jersey 08530. Any notice or correspondence required by this Agreement to be served on City of Lambertville shall be addressed to the City Clerk, City Hall, 18 York Street, Lambertville, New Jersey 08530.

XXXIII. PROBATIONARY STATUS

Employees hired on or before July 15, 1996 who are already Certified Police Officer(s) are subject to probation as deemed appropriate by the Chief of Police or Police Director, but for no longer than a period of one (1) year. Employees hired after July 15, 1996, regardless of prior experience and training as a Certified Police Officer(s) are subject to a one-year probation commencing the day they begin full-time service with the City or completion of police officer certification, whichever is longer. During the period of probation, a probationary officer may be discharged for any lawful reason.

XXXIV. NO STRIKE OR LOCKOUT

It is recognized that the need for continued and uninterrupted operation of the City's Police Department is of paramount importance to the citizens of the City and there shall be no interference with such operations. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and the PBA, its officers, members, or agents will not engage in, encourage, sanction or suggest strikes, slowdowns, job actions, lockouts, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

XXXV. MANAGEMENT RIGHTS

1. GENERALLY: It is understood and agreed that the City possesses the sole and exclusive right to conduct business of the City, and, except as modified by this Agreement, to manage and direct the affairs of the Police Department and to fulfill its lawful obligations.

2. MANAGEMENT PREROGATIVE: It is further understood and agreed that all rights of management are retained by the City, except as modified by this Agreement, and that these rights shall include but not be limited to the right to:
 - a. select and direct Employees;
 - b. hire, promote, transfer and assign;
 - c. suspend, demote, discharge or take other disciplinary action for good cause;
 - d. establish work schedules;
 - e. relieve employees from duty because of lack of work or other legitimate reasons;
 - f. determine the work to be performed with the unit of employees covered by this Agreement; and
 - g. make reasonable and binding work rules and regulations and policies together with modification or existing rules and regulations.

3. EXISTING RULES & REGULATIONS: The present rules and regulation pertaining to the operation of the Police Department and the maintenance of discipline will remain in effect subject to future change. The City may modify the existing rules and may establish and enforce new rules and regulations not inconsistent with the law and the terms of this Agreement.

4. WORKING CONDITIONS: Proposed new rules or modification of existing rules governing mandatorily negotiable terms and conditions shall be negotiated with the majority representative before they are established.

XXXVI. DISTRIBUTION OF RULES AND REGULATIONS

COPIES: The City will provide copies of all rules, regulations, general orders, police manuals, policies, and any other written documents the City determines Employees are to comply to each Employee in a timely manner. These shall include copies of this Agreement for all Employees, including Probationary Officers.

2. ACKNOWLEDGMENT: Employees shall not refuse to acknowledge receipt of any such document provided by the City.
3. COMPLIANCE: It is understood that Employees shall comply with all such rules and regulations upon receiving them. Employees shall promptly and efficiently execute the instructions and orders of the Chief of Police or Police Director's designated representative. Employees shall promptly and efficiently execute the administrative instructions and orders of the Police Director. If any Employee believes a rule, regulation, instruction or order is unreasonable, unjust, or in conflict with other directive or in violation of this Agreement, the Employee shall comply with the rule, regulation, order or instruction, subject to the rights provided to them under N.J.S.A. 40A and the grievance procedures set forth in this Agreement; provided, however, that any dispute arising out of the interpretation or application of the terms and conditions of this Agreement will be submitted through the grievance procedures. Employees shall not comply with any rule, regulation, instruction or order that is unlawful or illegal in that it is contrary to Federal or State law or local ordinance or which would impinge upon an individual's protected constitutional or civil rights.

XXXVII. PAYMENT FOR SENIOR OFFICER IN CHARGE STATUS

Notwithstanding the provisions of any prior agreement, any officer who served, during the term of the 1992-1995 Agreement, as the designated Officer-in-Charge, shall be paid an honorarium of \$100.00 for such service.

XXXVIII. PBA BUSINESS

The City agrees to grant a leave of absence, with pay, to the duly authorized representatives of the PBA to attend the PBA state and national conventions. Such leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time to allow for travel to and from the convention. Any such representative shall provide the City with a certificate of attendance when attending a state convention pursuant to N.J.S.A. § 40A: 14-177.

XXXIX. REDUCTION IN FORCE

1. NOTICE: The City shall provide the PBA with written notice, ninety (90) days in advance of any proposed reduction in force or layoff.
2. REDUCTION IN FORCE LIST: Within sixty (60) days of the anticipated layoff date, the City shall provide the PBA with and post within the police department a written list of all Employees who will be affected by the reduction in force.
3. REAPPOINTMENT: The Employer agrees to maintain a reemployment list of Employees eligible for such reappointment for a period of not less than three (3) years from the layoff date.

XL.

REPRESENTATION FEE

1. **GENERALLY:** If an employee does not become a member of the PBA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year; provided that the PBA has complied with all requirements of law with the collection of such fee. This fee shall be the maximum allowed by law.²

2. **NOTIFICATION:** Prior to January 1st of each year, the PBA will submit to the employer a list of those employees who have neither become members of the PBA for the then current membership year nor paid directly to the PBA the full amount of the representation fee for that membership year. The employer will deduct from the salaries of such employees, in accordance with the following section, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

3. **PAYROLL DEDUCTION SCHEDULE:** The employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - a. ten (10) days after receipt of the aforesaid list by the employer; or
 - b. thirty (30) days after the employee begins his or her employment in a bargaining unit position.

² This is Agency Shop and pursuant to the New Jersey statutes, 85% dues assessment (as of the date of this Agreement) shall be made part of this Agreement.

4. TERMINATION OF EMPLOYMENT: If an employee who is required to pay a representation fee terminates employment with the employer before the PBA has received the full amount of the representation fee to which it is entitled under this provision, the employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
5. DEDUCTION AND TRANSMISSION OF FEES: Except as otherwise provided in this provision, the procedure for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.
6. CHANGES: The PBA will notify the employer, in writing, of any changes in the list provided for by the above provisions, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the employer receives said notice.
7. NEW EMPLOYEES: At the time that the employee is officially notified of his or her appointment, in writing, a copy of said letter will be sent to the PBA.
8. HOLD HARMLESS: The PBA shall hold the City harmless and indemnify the City for any acts or omissions in the deduction of dues or representation fees.

XLI. HEADINGS

The headings used in articles and sections of this agreement are for informational purposes only.

XLII. DURATION OF AGREEMENT

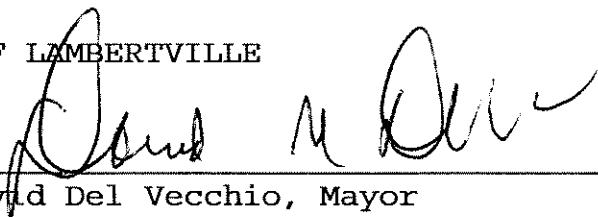
THIS AGREEMENT shall be effective January 1, 2002, unless otherwise provided (or shall be retroactive to January 1, 2002 upon signing) and shall continue in full force and effect until December 31, 2004 at midnight or until a successor agreement is signed or is made effective by virtue of an interest Arbitration Award.

IN WITNESS THEREOF, the parties hereto have set their hands and seals on this 24 day of June, 2002.

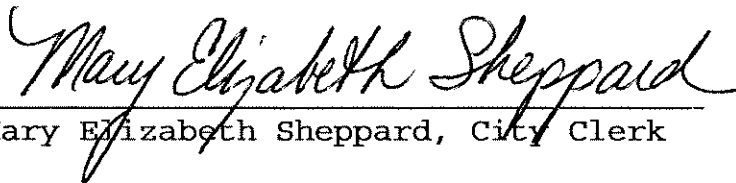
LAMBERTVILLE PBA LOCAL #343

By: 
PBA President

CITY OF LAMBERTVILLE

By: 
David Del Vecchio, Mayor

Attest:

By: 
Mary Elizabeth Sheppard, City Clerk

AMENDMENT #1 TO COLLECTIVE BARGAINING AGREEMENT 2002-2004

Between CITY OF LAMBERTVILLE

And

LAMBERTVILLE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 343

It is hereby agreed between both parties as follows:

This change in title is at the request of the Lambertville Policemen's Benevolent Association Local No. 343; that the change in title shall, in no way, change the terms and conditions of the Collective Bargaining Agreement between the City and the Union, and that upon the title changes, the Collective Bargaining Agreement shall be deemed amended as follows:

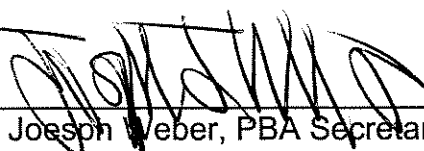
As defined and used in the parties' Collective Bargaining Agreement, the rank of "Corporal" equates to the new rank of "Sergeant" and the rank of "Sergeant" equates to the new rank of "Sergeant First Class."

IN WITNESS THEREOF, the parties hereto have set their hands and seals on this

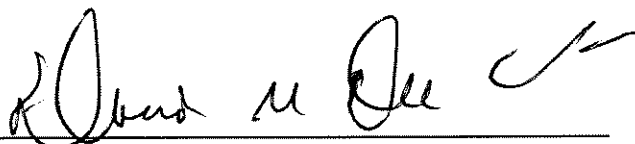
21 day of October, 2002.

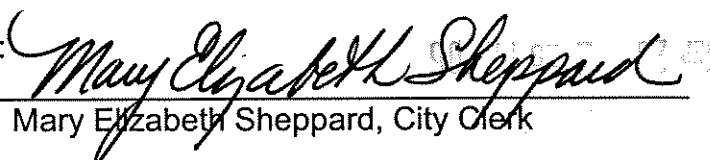
LAMBERTVILLE PBA LOCAL #343

By: 
Sharon Polyak, PBA President

Attest
By: 
Joseph Weber, PBA Secretary

CITY OF LAMBERTVILLE

By: 
David DelVecchio, Mayor

Attest:
By: 
Mary Elizabeth Sheppard, City Clerk