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4/1/79 - 3/31/83

AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT HOLLY AND THE ASSOCIATION OF MOUNT HOLLY POLICE DEPARTMENT EMPLOYEES, BURLINGTON COUNTY, NJ.

I. General Terms and Conditions.

IT IS HEREBY MUTUALLY agreed by and between the parties that duration of the "Agreement between the Township of Mount Holly and the Association of Mount Holly Police Department Employees, Burlington County, New Jersey, dated April 1, 1979 is hereby extended and shall continue in effect until March 31, 1983 and Section VIII thereof Term of Agreement is amended accordingly.

II. It is hereby mutually agreed by and between the parties that the position of "Parking Enforcement Officer" shall be substituted for the position of "Police Dispatcher" or Dispatcher throughout the said April 1, 1979 Agreement.

III. Section XV Wages, Subsection A is amended to read as follows:

A. For 1981 and 1982, the Township will pay members in accordance with the attached pay plan, subject to the provisions of subparagraph B herein.

In addition to the salaries listed in the attached pay plan, each full time member shall receive a bonus pay check on or about December 1, 1981 and December 1, 1982 in the following amounts provided that they are on the payroll on the specified date:

- Parking Enforcement Officer - \$200
- Patrolman - \$200
- Patrolman at Top Step - \$225
- Sergeants - \$250

The attached pay plan for 1982 may be renegotiated by either the Township or the Union if the Consumer Price Index as prepared by the U.S. Department of Labor for the Philadelphia Metropolitan area has increased less than 7% or more than 10% between December 1980 and December 1981.

All members shall be evaluated upon the effective date of this Agreement and in February 1982 by their immediate supervisors and salaries shall be increased effective April 1, 1981 and April 1, 1982 all in accordance with the manner indicated in the remainder of this Section.

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Labor Relations

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RUTGERS UNIVERSITY

IV. Section XIV, Medical Benefits, is hereby amended to read as follows:

The Township shall provide the following medical insurance for each permanent full time employee, spouse and child: Blue Cross, Blue Shield 14-20 Program, Major Medical and Rider "J" insurance program. The cost of this insurance as of April 1, 1981 is as follows; however, the Township shall provide the policy coverage as noted above during the term of this Agreement if these costs should increase:

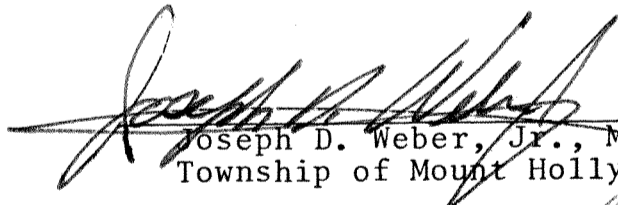
Family	\$906.60
Individual	\$306.24
Single Parent & Children	\$557.28
Husband and Wife	\$858.84


Members may choose Health Maintenance Organization Plan, with the difference in cost being paid by the employee.


V. Appendix A Leaves of Absence: 6. Bereavement Leave is hereby amended to read as follows:


Bereavement Leave up to a maximum of 5 days will be granted when death occurs in the immediate family, namely: the death of a spouse, child, parent, mother or father-in-law, brother, sister, grandchild or grandparent of the employee. Bereavement Leave may not be used more than 5 calendar days after the funeral. If an employee must travel more than 300 miles one way, one extra day will be allowed for travel.

VI. All other provisions of said April 1, 1979 Agreement shall remain in full force and effect.

  
 Joseph D. Weber, Jr., Mayor  
 Township of Mount Holly

  
 Marion H. Baratta  
 Township Clerk

  
 President, Association of Mount  
 Holly Police Department Employees

  
 Witness

\_\_\_\_\_  
 Date of Execution



POLICE EMPLOYEES ASSOCIATION  
PAY PLAN 1981

LONGEVITY

GRADE	PAY PLAN 1981						LONGEVITY		
	A	B	C	D	E	F	LA	LB	LC
5P	9,956	10,430	10,927	11,446	11,996	12,578	628.90	1257.80	1886.70
14P	14,508	15,192	15,899	16,650	17,436	18,259	912.95	1825.90	2738.85
15P	15,423	16,142	16,898	17,697	18,527	19,405	970.25	1940.50	2910.75
PAY PLAN 1982									
5P	10,802	11,316	11,856	12,418	13,015	13,647	682.35	1364.70	2047.05
14P	15,741	16,483	17,250	18,065	18,918	19,811	990.55	1981.10	2971.65
15P	16,734	17,514	18,334	19,201	20,102	21,054	1052.70	2105.40	3158.10

Classification

- 5P Parking Enforcement Officer
- 14P Police Officer
- 15P Police Sergeant

AGREEMENT BETWEEN THE TOWNSHIP OF  
MOUNT HOLLY AND THE ASSOCIATION OF  
MOUNT HOLLY POLICE DEPARTMENT EMPLOYEES  
BURLINGTON COUNTY, NEW JERSEY

I. Recognition.

A. The Township hereby recognizes Association of Mount Holly Township Police Department Employees as the exclusive collective negotiations agent for all police officers, police sergeants and police dispatchers excluding Lieutenants, Captain and Chief. A statement of the officers of the Association shall be filed with the Township and shall be maintained in an accurate condition.

II. Management Rights.

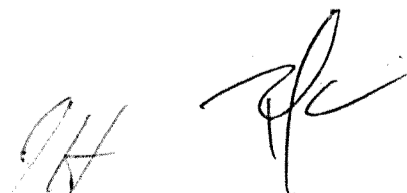
A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

(1) To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

(2) To hire all employees subject to the provisions of Civil Service Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

(3) To suspend, demote, discharge or take over disciplinary action for good and just cause according to Civil Service Law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in



connection therewith, shall be limited only by applicable law and the specific and express terms of this Agreement.

III. Association Rights.

A. Pursuant to Chapter 123, Public Laws 1974, the Township hereby agrees that every member of the negotiating unit shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations. As a Municipal Corporation exercising governmental authority under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not discourage or deprive or coerce any member of the negotiation unit in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or by other laws of the State of New Jersey, or conferred by the Constitution of the State of New Jersey and the United States; that it shall not discriminate against any member of the negotiating unit with respect to hours, wages, or any other terms and conditions of employment by reason of his or her membership in the Association, his or her participation in any activities of the Association, collective negotiations or his or her institution of any grievance, complaint or proceeding under this Agreement. The Association press representative, or his designee, shall not have any action taken against him by the Township for information released through the Association, provided that this information be clearly designated as an official statement of the Association.

IV. Fully Bargained Provisions.

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

PARKER, McCAY  
& CRISCUOLO  
PROFESSIONAL CORP.  
115 HIGH STREET  
MOUNT HOLLY, N.J.  
08060

they negotiated or signed the Agreement.

V. Employment Responsibilities.

A. Members of the negotiating unit agree that employment with the Mount Holly Police Department is their primary employment responsibility and agree to devote their full efforts and energies to their duties and responsibilities as members of the police department.

B. No member of the negotiating unit will accept secondary employment which impairs his official duties and responsibilities or which impairs his efficiency or effectiveness in performing those duties.

C. In order to insure that the standard as expressed above in subparagraph A is adhered to, each member of the negotiating unit will file annually with the Chief a statement of all secondary employment providing information as to the duties and responsibilities of said employment and the average number of hours worked per week therein. In addition thereto, a supplement up-dated statement shall be submitted prior to the commencement of any secondary employment not included in the annual statement. The Chief is authorized by the Township to review and approve said statements. One copy of each unit member's annual and supplemental statements with regard to outside employment will be placed in that individual's personnel folder.

VI. No Strike Pledge.

A. The Association covenants and agrees that during the term of this Agreement no member of the Association will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other similar action against the Township.



B. Participation in a strike, slowdown or walkout by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action against such employee or employees in accordance with the procedures established by law.

C. The Association will actively discourage and will take affirmative steps to prevent or terminate any strike, work stoppage, slowdown, walkout or other similar actions by its members against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township or the Association in its right to seek and obtain such judicial relief as it may be entitled to have in the event of such breach.

#### VII. Grievance Procedure

A. Definition: A grievance is: (1) a complaint that there has been an improper application, interpretation, or violation of the specific terms and conditions of this Agreement; (2) an improper application, interpretation or violation of any rules, regulations, codes, policies or administrative decisions applicable to member of the negotiating unit as defined in Article I.

B. Grievants: Grievances may be filed by an individual member of the negotiating unit, or by the Association itself. The aggrieved employee shall continue on his assigned duties pending the resolution of the grievance.

C. Procedure: The grievant shall invoke the grievance procedure within thirty (30) days after the occurrence of the event complained of.

(1) The grievant must first discuss the grievance with his immediate superior. Said discussion must take place within ten (10) calendar days of the filing of the grievance. The filing of a grievance shall take place by the grievant setting forth his grievance in writing specifying the nature of the complaint and the remedy desired which shall be filed with

the immediate superior and the Chief of Police. The immediate superior must communicate his decision to the grievant within ten (10) calendar days of the filing of the grievance.

(2) The grievant, within ten (10) calendar days after receipt of the decision of the immediate superior, may appeal that decision by discussing said grievance at each level of the chain of command, said chain to end with the Chief. Each level of the procedure must be invoked within ten (10) calendar days after receipt of the decision at the preceding level. Decisions at each level must be made within ten (10) calendar days after the discussion at said level unless the time period is extended by mutual agreement.

(3) If the grievant is not satisfied with the results of the meetings at the various levels of the chain of command below that of the Chief, the grievant may request a meeting with the Chief, or in his absence, a meeting with the individual responsible for the management of the department. Said meeting must be held within ten (10) calendar days of the request. The request must be made in writing setting forth the nature of the grievance. The Chief or his designee must, within ten (10) calendar days of the meeting with the grievant, issue a written decision to the grievant stating his findings and recommendations.

(4) If the grievant is not satisfied with the results of the meeting with the Chief, the grievant may then request a meeting with the Township Manager or in his absence, that individual responsible for the management of the Township. Said meeting must be held within ten (10) calendar days of the request. The request must be made in writing and must provide information with regard to the nature of the grievance. If no meeting is held within the 10-day period, the grievance shall be decided favorably to the grievant, or if no meeting is requested



by the grievant within 10 calendar days, the grievance shall be decided adversely to the grievant. The Township Manager, or his designee, must issue a written decision within ten (10) calendar days of the meeting stating findings and a decision.

The appeal to the Township Manager shall be the final step in the grievance procedure with regard to all grievances except those which allege an improper application, interpretation or violation of the specific terms of this Agreement.

(5) With regard to all grievances alleging an improper application, interpretation or violation of the specific terms of this Agreement, a grievant who is dissatisfied with the results of the decision of the Township Manager may appeal that decision to a joint Association-Township Committee. Said committee shall be composed of one representative chosen by the Township and one chosen by the Association. No representative shall be in the employ of either group, or receive compensation for acting hereunder. The committee will attempt to resolve the grievance. The committee may at its discretion retain the services of an attorney whose fee shall be shared equally. A request for the convening of this committee must be made by the grievant within ten (10) calendar days of receipt of decision of the Township Manager.

The Association-Township Committee must issue its decision in writing within ten (10) calendar days from the time of the meeting between it and the grievant.

If the grievant or the Township is dissatisfied with the results of the decision of the joint Association-Township Committee, the grievant or the Township shall have the right to proceed to binding arbitration.

D. Binding Arbitration: Notice of intent to proceed to binding arbitration must be given by either party to the

other within ten (10) calendar days of receipt of the decision of the joint Association-Township Committee. The parties agree to be bound by the rules, regulations and procedures of the New Jersey State Public Employment Relations Commission concerning the method of choosing an arbitrator. The cost of binding arbitration is to be borne by both sides (Association and Township) on an equal basis. Any other costs are to be borne by the parties incurring the costs. The decision of the arbitrator shall be final and binding on all parties and a written decision rendered within 30 days of the arbitrator's decision shall be limited to the specific terms of this contract.

E. Personnel Folders: All material placed in the personnel folder of a grievant during that grievant's utilization of the grievance procedure will be removed therefrom except for the final written disposition of the grievance. Each individual member of the negotiating unit has the right to review the contents of his personnel folders at any time during office working hours. Six months after personnel action is taken, the member may, upon request, have all detrimental correspondence or reports removed and returned to the member based upon the following schedule:

1. Uninvestigated citizens letter - 6 months.
2. Official letter or reprimand - 18 months, provided there is no reoccurrence.
3. Matters subject to Civil Service action shall, in accordance with Civil Service regulations, not be removed from personnel folders.

F. Right of Representation All grievants shall have the right to be accompanied by an attorney and/or a representative or representatives of the Association at all levels of the grievance procedure after that level at which the grievant discussed his or her grievance with his or her immediate superior.

G. Disciplinary Matters: The negotiated grievance procedure shall not be used for any disciplinary hearings wherein the Civil Service Procedures or NJSA:14-147 through 151 are invoked.

VIII. Terms of the Agreement.

A. The terms of this Agreement will govern all patrolmen, police sergeants and police dispatchers, (excluding Lieutenants, Captains and Chief) employed by the Township on the date of execution of this Agreement and thereafter. Employees who have resigned or been terminated prior to the execution of this Agreement or prior to a specified date in the Agreement providing a new or increased benefit shall not be entitled to the benefits of the Agreement, or to any new or increased benefit.

B. The Agreement shall be in effect from April 1, 1979 through March 31, 1981.

IX. Uniforms, Equipment and Personal Articles.

A. The presentation of the proper image to the general public is of prime importance to police operations. In order to insure that all uniforms are identical and replacement uniforms are issued in a timely manner, the Township will continue to provide the first issuance and replacement issuance of uniforms and required equipment. The initial issue shall consist of four (4) winter and four (4) summer uniforms. For replacement items in 1979 and 1980 each non-defective member shall receive an annual uniform allowance of \$400, defectives \$200 and dispatchers \$300 to be monitored by the clothing officer. New employees who have received the initial issue of uniforms shall receive one half of the uniform allowance for the first year of employment and the full allowance after one year of employment provided that in any one fiscal year he cannot receive more than one year's allotment. An accounting shall be maintained by the clothing officer of each member's uniform allowance. All purchases in excess of the uniform allowance shall be paid by the officer making the purchases. All purchases shall be made

at approved stores, as noted below. Unexpended funds shall remain with the Township. All uniforms and equipment purchased with these funds shall be the property of the Township and shall be returned to the Township upon termination of employment by the member with the Township.

Detectives shall receive an annual clothing allowance of \$400 in recognition of their need for civilian wearing apparel. This shall be paid in quarterly payments of \$100 each for those members who are officially assigned to those duties on those dates.

The annual uniform allowance shall provide for the items listed on Schedule A, attached to and made a part of this Agreement. The Chief of Police shall be responsible for establishing the minimum standards of all uniforms and equipment obtained through this allowance.

The Township will obtain bids for the purchase of uniforms/equipment, such bids to meet the uniform/equipment specification standards approved by the Association and the Township. The Township shall award such bids to the three (3) lowest responsible bidders. The Township shall pay the store directly for these uniforms/equipment upon receipt of proper invoices/vouchers.

In the event there are not sufficient bids to make awards to three (3) bidders, the aforesaid contract shall be awarded to such bidder or bidders deemed responsible by the Township Committee.

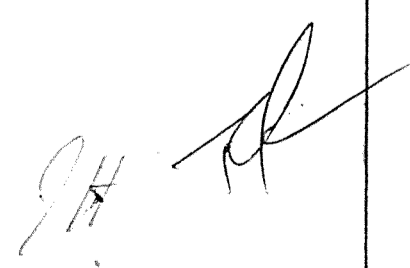
B. To provide for the proper cleaning of Township issued uniforms and detectives' civilian wearing apparel, the Township shall provide that each member may receive up to 156 cleanings per year at local establishments. The Association will suggest three (3) establishments to the Township for consideration, and the Township will attempt to obtain favorable contracts at two

of these establishments, subject to NJSA 40A:11-1 et. seq. If the Township is unable to secure said Agreements, it will so advise the Association, which will propose the names of three other establishments.

C. The Township will provide as a part of item B above the necessary services for the repairing of uniforms or detective's civilian wearing apparel.

D. In recognition of the investment that the Township has in official uniforms, and in order to prevent uniformed off-duty officers from receiving requests for assistance from the general public that they cannot fulfill, Township-supplied uniforms will not be worn on secondary employment positions except when specifically approved by the Chief of Police or his authorized designee.

E. In order to protect police personnel from financial hardship due to the damage or loss of personal articles, the Township will pay for such damaged or lost personal articles, up to \$100 per article, provided that the damage or loss occurred while the member was engaged in the active pursuit of official police duties. Excluded from reimbursement would be loss of cash and credit cards. In addition, damage to a member's residence or automobile caused by persons attempting to intimidate members or retaliate for official actions of members shall be reimbursed by the Township provided that these damages are not otherwise compensated by the members insurance. Association members shall be responsible for maintaining adequate insurance coverage for their residence (a homeowner or tenant comprehensive policy with \$100 vandalism deductible) and automobiles (liability, collision with \$200 deductible and comprehensive with a \$100 deductible). All claims for repayment must be made in writing and with adequate explanatory information on the cause of the damage or loss within thirty (30) calendar days of the incident.

Handwritten initials "JH" and a signature.

## X. Working Conditions.

A. The work schedule is 4 days on/2 days off with each day being a 8 1/2 hour tour of duty. In recognition of the reduced annual working hours, attendance at scheduled in-service training for two consecutive hours every other month is mandatory without additional compensation; provided, however, training will not be mandatory for a member who is on vacation, on sick leave or other excused absences. Any additional in-service training will be compensated at the overtime rate, including firearms training.

B. All members will be governed by the Rules and Regulations contained in the Employees Handbook dated 7-1-76 and the Police Policy Manual dated 9-30-77 unless this Agreement specifically provides otherwise.

## XV. Wages.

A. For 1979 and 1980, the Township will pay members in accordance with the attached pay plan, subject to the provisions of subparagraph B herein.

B. An employee's salary must remain within the salary range stipulated for the position. Salary advancement within the range shall be determined by the employee's performance determined by the evaluation system noted below.

All members shall be evaluated upon the effective date of this Agreement and in February 1980 by their immediate supervisors. These evaluations shall then be reviewed by a joint meeting of the Sergeants and the Chief and a recommendation for a salary advancement for each member made to the Township Manager. The Township Manager shall approve all salary advances for individual members. If the Township Manager should disagree with the recommendation of the Chief and immediate supervisors, the Manager shall supply the Chief with a memorandum stating his reasons for the approved salary advancement.

The Chief and immediate supervisor shall review the evaluation with the individual member. This meeting shall be held within 30 calendar days of the joint meeting of the Chief and Sergeants.

If the member disagrees with the Chief's evaluation and/or the approved salary advancement, he may request a hearing before the Township Manager to seek an explanation of the evaluation and/or salary advancement or present information to alter the recommendation and/or salary advancement.

If the member is not satisfied with the results of the hearing before the Township Manager, and the evaluation indicated that the member was below average or unacceptable, the member can have a Grievance Committee of the Association review the available information and meet with the Chief of Police and Township Manager to discuss the evaluation and/or salary advancement. If the member remains unsatisfied, normal grievance procedures can then be implemented.

Employees will be rated as performing in an ABOVE AVERAGE manner, in an AVERAGE, in a BELOW AVERAGE or in an UNACCEPTABLE manner. The classification AVERAGE shall be normal classification for all employees whose performance and attendance to duty is according to department and professional standards. No more than 25% of the members may receive an ABOVE AVERAGE rating in any one year.

For BELOW AVERAGE and UNACCEPTABLE ratings, the Chief and the Township Manager must provide specific reasons for the rating and specific corrective actions the employee can take to correct these deficiencies.

Employees receiving ABOVE AVERAGE ratings shall have their salaries increased April 1, 1979 and April 1, 1980 by the basic amount (Section XV.A above) plus 1 1/2 steps or 7 1/2%; employees receiving AVERAGE ratings shall receive the basic amount

plus 1 step or 5%. Employees receiving BELOW AVERAGE ratings shall receive 1/2 of the total annual increase on April 1, 1979 and April 1, 1980 and shall have their evaluation continued for 3 months in order to give them an opportunity to improve their performance. If, after 3 months, it is determined that these employees have improved their performance, they shall receive the remainder of their salary adjustment effective the date of the re-evaluation. Employees receiving UNACCEPTABLE ratings shall receive no salary increase on the effective date of this Agreement or April 1, 1980 and shall have their evaluation continued for 6 months in order to give them an opportunity to improve their performance. If after 6 months it is determined that these employees have improved their performance, then they shall receive the remainder of their salary adjustment, effective the date of re-evaluation.

Employees who do not improve their BELOW AVERAGE or UNACCEPTABLE ratings shall not receive their withheld salary adjustments.

The member must receive an AVERAGE evaluation rating to be eligible for the longevity advancement. In the event the member received an evaluation rating of BELOW AVERAGE or UNACCEPTABLE and, upon re-evaluation, receives a rating of AVERAGE, he shall then receive his longevity advancement.

C. In order that the employees who have remained at the maximum pay rate of a Grade for a number of years without a salary adjustment and who receive an average rating may receive some compensation beyond that fixed for the pay grade, the following three step LONGEVITY PAY PLAN is hereby adopted:

When an employee has remained at the maximum pay rate of one or more Grades for 48 months of service, longevity increment "A" of the attached pay plan shall be paid in addition to the maximum established rate of the Grade. The additional longevity increment "B" shall be paid when an employee has been in the



maximum pay rate of one or more grades for 108 months of service. The final longevity increment "C" shall be paid when an employee has been in the maximum pay rate of one or more grades for 168 months of service.

The longevity increment for all employees who are eligible during the calendar year shall be paid simultaneously with the salary advancement noted in paragraph B above, provided that the employee continues to perform his work satisfactorily, remains at the maximum pay rate and is employed on the date of the scheduled payment.

Those employees who pursuant to Ordinance 1977-3 received longevity or additional longevity payments and would lose some or all of these payments by the implementation of the longevity plan implemented by this contract will continue to receive payments as provided by 1977-3.

#### XI. Overtime.

A. Except as otherwise provided for holidays, the Township will pay time and one half for the following work assignments:

(1) Employment in excess of 8 1/2 hours for one continuous tour of duty will entitle the member to overtime pay in thirty minute increments.

(2) For a second tour of duty in a 24 hour period except on those days when the shift assignments rotate.

(3) For court appearances during off duty hours for other than Mount Holly Municipal Court.

(4) For one Mount Holly municipal court appearance per month for those officers assigned to the 12 am - 8 am shift.

(5) For rescheduled court cases when the rescheduling is not due to the police officer's absence.

(6) For other unusual circumstances when so approved in advance by the Chief of Police, or his designee.

(7) Overtime is to be computed to the nearest thirty minutes.

(8) Compensatory time in lieu of overtime will be computed at one and one half times the hours earned; however, this leave is to be taken at the convenience of the department.

(9) Whenever a member is called in from an off-duty status, which call-in has not resulted from the malfeasance or non-feasance of the member, he shall receive a minimum of two (2) hours overtime pay.

(10) Overtime pay will not be given to an officer who is on sick leave, suspension or an unexcused absence on the preceding or succeeding shift.

#### XIII. College Credit Incentive Plan.

A. In order to encourage police officers to obtain education the Township will provide as an incentive a bonus of \$1.00 per credit hour per month for each college credit hour obtained in police related courses and/or courses required in obtaining a degree in Police Administration or Science, to a maximum of \$64.00 per month. This bonus will be paid in July for those credits through June of that year. To receive this payment, a transcript must be submitted documenting the courses taken and credits earned.

#### XIII. Leave Provisions.

Appendix A to this Agreement, "Leaves of Absence", shall prevail for full time employees unless specifically amended by the following terms and conditions of this contract.

#### XIV. Medical Benefits.

The Township shall provide the following medical insurance for each permanent full time employee, spouse and child: Blue Cross, Blue Shield 14-20 Program, Major Medical and Rider "J" insurance program. The cost of this insurance is as follows; however, the Township shall provide the policy coverage as noted

CH [Signature]

above.

Family	\$738.96 - \$61.58 monthly
Individual	\$269.64 - \$22.47 monthly
Single Parent & Children	\$483.12 - \$40.26 monthly
Husband & Wife	\$718.68 - \$59.89 monthly

Members may choose Health Maintenance Organization Plan, with the difference in cost being paid by the employee.

**XVI. Indemnification of Members.**

The parties agree that the Personal Injury Liability Insurance coverage currently provided by Jefferson Insurance Company to the Township of Mount Holly, policy #L34922, shall be incorporated herein and its provisions effective for the balance of the life of said policy.

In the event that the Township shall find it necessary to obtain other insurance coverage, in the form of Personal Injury Liability Insurance, the provisions and coverages of said subsequent policy shall be applicable to the members, so long as said coverage shall not result in any additional cost to said members.

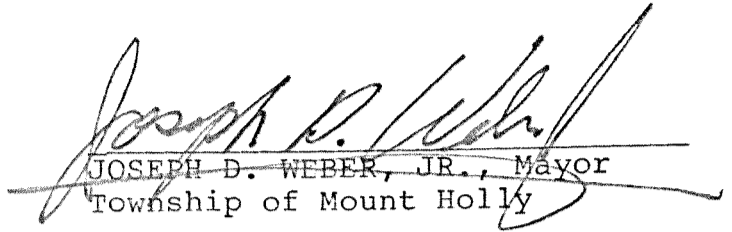
In the event that the Township determines that it does not wish to obtain said insurance coverage, it shall indemnify the members and hold them harmless in accordance with the terms of the Jefferson Policy, #L34922, currently in effect, as if the said insurance policy remained in effect.

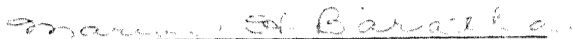
**XVII. Separability and Savings Clause.**

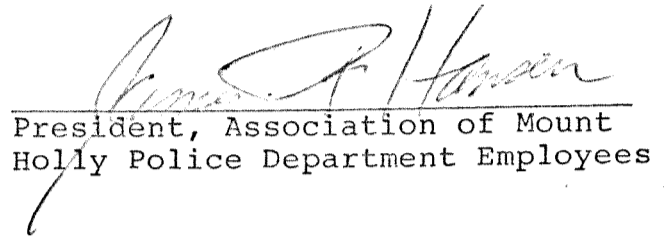
A. The Township and Association recognize the authority of the Federal and State Governments dealing with economic controls. Therefore, salary or wage increases or other economic changes will be implemented to the extent that such implementation is not prohibited by law.

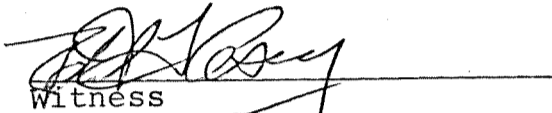
B. If any provision of this Agreement or any application is held to be invalid by legislative changes or by a court of

competent jurisdiction, such provision shall not be affected thereby and shall continue in full force and effect.

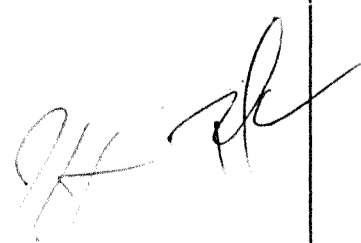
  
JOSEPH D. WEBER, JR., Mayor  
Township of Mount Holly

  
MARION H. BARATTA  
Township Clerk

  
President, Association of Mount  
Holly Police Department Employees

  
Witness

Signed on 7/10/79



SCHEDULE A

(\*indicates Dispatcher Uniform and Accessories)

A. UniformsWinter

Long Sleeve Shirts\*  
 Trousers  
 Tie\*  
 Hat  
 Raincoat\* & Hat Cover  
 Boots - Rain  
 Winter Jacket\*

Summer

Short Sleeve Shirts\*  
 Trousers - Lightweight\*  
 Tie\*  
 Hat  
 Lightweight Jacket\*

B. Accessories

Breast Badge\*  
 Hat Shield  
 Helmet  
 Belt  
 Holster - on duty  
 Holster - off duty  
 Handcuffs and case\*  
 Sam Brown Belt  
 Night Club and Holder  
 Whistle  
 Name Plates\*  
 Flashlight

Shoes\*  
 Safety Glasses\*  
 Special Riot Duty Coveralls  
 & Protection Gear  
 Belt (for dispatchers only)

*Second Chance Vest  
 Model SL-35 Flashlight*

## APPENDIX A: LEAVES OF ABSENCE

## POLICE EMPLOYEES

## 1. DEFINITIONS.

A. The term "year", as used herein, shall be deemed to be a calendar year from January 1 to December 31.

B. The term "day" shall be a normal tour of duty and shall be calculated in terms of the hours worked by the employee. All leave shall be credited and utilized in hourly increments.

## 2. LEAVE CALCULATIONS.

Each employee will receive full leave credit at the commencement of the calendar year in which the member's employment anniversary occurs. If the member terminates during the year, the leave will be recalculated according to the actual time served. The employee will be paid for the unused vacation leave. The employee will reimburse the Township for all leave advanced to him that was not earned prior to his termination. To receive credit for annual leave, a member must be on an active work status.

## 3. HOLIDAYS.

Full time personnel will receive the following holidays with pay. Designated holidays must be taken within 12 months of the date they occur. However, if in the opinion of the Chief of Police they cannot be taken without hindering the department's operations, then the member may be reimbursed for the unused holiday at a time and one half rate.

New Year's Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day & Day After
Easter	Christmas Eve
Memorial Day	Christmas Day
Independence Day	The Member's Birthday
Labor Day	

If a holiday should occur when an employee is on a paid leave of absence, he will be paid for the holiday and it will not be charged to his leave time.

If an employee is on a leave of absence without pay on the days before and after a holiday, he will receive no pay credit for the holiday. However, should he return to his employment the day before, or the day following a holiday, he will receive pay credit for the holiday. If on the day of an assigned holiday a member works on an overtime status, he will receive double compensation for his overtime work.

A member shall have the option of exchanging a holiday for his regular salary.

4. ANNUAL LEAVE. (VACATION LEAVE)

Vacations: Permanent full time personnel will receive vacations with pay at such times as the department head determines will not interfere with the efficient operation of the department:

<u>Years of Employment</u>	<u>Days Vacation</u>
0 through 1	1 day per month of employment
After 1 through 5	13 days per year
6 through 10	16 days per year
After 10	21 days per year
21 and over	26 days per year

Unused vacation may be accumulated beyond the calendar year in which it is earned but must be used during the following 2 years. Leave taken is automatically charged against the earliest leave available to the employee.

A. Annual leave not taken within these time limits shall be eliminated except when an employee is prevented from using his leave due to the workload and/or assignment of the Township. In this instance, the employee shall be reimbursed for this leave rather than its elimination. The employee who is unable to utilize his accumulated vacation leave must notify the Township Manager at least three months prior to the end of the year.

5. SICK LEAVE. Full time employees shall be entitled to one day of sick leave credit for each month worked during the remainder of the calendar year following full time appointment and 15 days sick leave credit in each year thereafter.

Sick leave, for the purpose of this paragraph, is defined as absence from work because of illness, accident, exposure to contagious disease, attendance upon a member of the immediate family who is seriously ill and requires the employee's care or attendance.

A certificate from the employee's physician may be required; or, if the absence is because of the need for attending to a member of the immediate family, a certificate from the physician in attendance may be required by the Township Manager whenever such requirement appears reasonable. In addition, a certificate from the employee's physician will in any event be required if the employee is absent due to illness for more than 2 consecutive days, more than 4 days in a two week period, or uses more than a total of 10 sick leave in any calendar year. In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for 1 day or less, only one medical certificate shall be required for every 6 month period as sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify the nature of the illness, identify its adverse symptoms and state that the chronic or recurring nature of the illness is likely to cause subsequent absence from employment.

Unused sick leave will accumulate to the credit of the employee from year to year to be used when needed.

C. In order to recognize those employees who use a minimum of sick leave and to encourage work attendance, the Township shall reimburse employees upon retirement for 1/2 of their accumulated sick leave in an amount not to exceed \$2,721. Retirement in this context means the receipts of benefits in accordance with the State Pension System.

#### 6. BEREAVEMENT LEAVE.

Five days bereavement leave will be granted which death



occurs in the immediate family, namely: the death of a spouse, child, parent, mother or father-in-law, brother, sister or grandchild of the employee. If an employee must travel out of state, one extra day will be allowed for travel. This leave must be used for the purpose of handling necessary arrangements and attendance at the funeral in question.

7. MILITARY LEAVE.

In accordance with the provisions of statute, employees who are members of the National Guard required to undergo annual field training shall be entitled to leave of absence with pay for the duration of the field training. Such employees will be paid during period of local emergency when ordered to active duty for a period not exceeding two weeks.

Employees who volunteer or are ordered into the armed forces during time of war may be granted military leave without pay for the period of actual military service with the right to return to the employee's position upon release from active duty.

8. MATERNITY LEAVE.

A maternity leave of absence must be requested in writing and may be taken for a period of only one calendar month from the date of birth of the infant. Accumulated sick leave may be utilized during pregnancy, prior to the birth of the child, when a physician's certificate is furnished indicating that the employee is unable to work for reasons of health, and during the maternity leave upon presentation of a physician's certificate and after available vacation time has been exhausted. Available vacation time may also be used during the prenatal period.

Payment for accumulated sick leave used during a maternity leave of absence cannot be made until the employee has returned to work. The Township cannot guarantee to hold the employee's position open beyond the expiration date of the maternity leave of absence.

## 9. JURY DUTY.

Employees who are summoned for service as jurors will be excused on days they are required to be present in court. If the employee is not required to be present for jury duty for the entire work day, he must return to work immediately upon dismissal.

## 10. LEAVE OF ABSENCE WITHOUT PAY.

Upon recommendation of the employee's supervisor, the Township Manager may grant a leave of absence without pay to a permanent employee of the department for a period not exceeding six months at any one time.

## 11. INJURY LEAVE.

Employees who are injured in the line of duty and must be absent from work and supply a medical certificate substantiating that the injury precludes their performing work shall be given Injury Leave with pay.

