

AGREEMENT OF TERMS OF EMPLOYMENT BETWEEN
THE BOROUGH OF HADDON HEIGHTS,
A MUNICIPAL CORPORATION
AND
SERGEANTS, DETECTIVES, AND PATROLMEN
OF THE BOROUGH OF HADDON HEIGHTS
January 1, 2002-December 31, 2005

TABLE OF CONTENTS

PAGE

Resolution 1

Article I Recognition 2

Article II Managements Rights 2

Article III Term of Agreement 3

Article IV Salary Provisions 3

Article V School Resource Officer 4

Article VI Vacation time 4

Article VII Sick time 5

Article VIII Medical 7

Article IX Court 8

Article X Uniforms 9

Article XI Replacement of Uniforms & Personal Property 10

Article XII Personal Days 11

Article XIII Use of Personally Owned Vehicle 11

Article XIV Overtime 12

Article XV Injury on Duty 13

Article XVI Termination of Service 14

Article XVII Contract Coverage 14

Article XVIII Duration 15

Article XIX Agency Shop Act 15

Article XX Compensation Day 16

Article XXI Education 16

Article XXII Officer in Charge 16

Article XXIII 17

Article XXIV Special Leave of Absence 17

Article XXV Grievance Procedure 19

Article XXVI Mutual Exchange 22

Article XXVII Training Days 22

Article XXVIII Agreement Between Parties 22

Article XXIX Retention of Benefits 23

Article XXX Adequate Manpower 23

Article XXXI Training Ammunition 23

Article XXXII On Call for Detectives 23

Article XXXIII Police Schedule 24

-1-

RESOLUTION

RESOLUTION REGARDING AGREEMENT OF TERMS OF EMPLOYMENT BETWEEN THE BOROUGH OF HADDON HEIGHTS, A MUNICIPAL CORPORATION AND SERGEANTS, DETECTIVES AND PATROLMEN OF THE POLICE DEPARTMENT OF THE BOROUGH OF HADDON HEIGHTS

WHEREAS, the police contract expired 12/31/01, and WHEREAS, there has been an "Agreement of Terms of Employment between the Borough of Haddon Heights, a Municipal Corporation and the Sergeants, Detectives and Patrolmen of the Police Department of the Borough of Haddon Heights", and NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Haddon Heights that the four(4) year police contract be approved as attached.

ADOPTED: _____

ATTEST: _____

Borough Clerk

Mayor

-2-

ARTICLE I - RECOGNITION

The Borough, pursuant to Public Employment Relations Commission Docket No. RO-90-24, recognizes P.B.A. Local #328, for the purpose of collective negotiations for all police employees employed by the Borough, including Patrolmen, Sergeants, Detectives, but excluding the Captain, Chief, Crossing Guards, Dispatchers, and all other employees employed by the Borough, Professional Employees, Non-Police Employees, Managerial Executives, Confidential Employees, Firefighters, Craft Employees and Supervisors within the meaning of New Jersey Employer-Employee Relations Act.

ARTICLE II - MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. To the executive management the administrative control of the Borough Government and its properties and facilities and the activities of its employees;
- b. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- c. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

The exercise of the foregoing powers, rights, authority, duties and responsibilities

of the Borough, the adoption of policies, rules, regulations and practices in furtherance

-3-

thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof and then only insofar as they are in conformity with the Constitution and Laws of New Jersey and of the United States. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S. 40, 40A and R.S. 11 or any other national, states, county or local laws or ordinances.

ARTICLE III - TERM OF AGREEMENT

This Agreement shall apply from January 1, 2002 through December 31, 2005, a period of four(4) years.

ARTICLE IV - SALARY PROVISIONS

Effective Sergeant(s) Detective/Senior Patrolmen Patrolmen 5th Yr. 100%

1/1/02 \$60,829.00 \$57,387.00 \$56,148.00

1/1/03 \$63,262.00 \$59,682.00 \$58,394.00

1/1/04 \$65,792.00 \$62,069.00 \$60,730.00

1/1/05 \$68,424.00 \$64,552.00 \$63,159.00

*Senior Patrolmen are defined as the four(4) Patrolmen with the most time as a sworn officer with the Haddon Heights Police Department. The officers starting date shall be used to verify. Any officer, upon reaching Senior Patrolman status, can not be reduced in salary due to personnel changes within the department.

Patrolmen employed by the Borough for less than five (5) years shall be paid as follows:

a. First Year: 65% of 5th year Patrolmen rate.

-4-

b. Second Year: 75% of 5th year Patrolmen rate.

c. Third Year: 85% of 5th year Patrolmen rate.

d. Fourth Year: 95% of 5th year Patrolmen rate.

e. Fifth Year: 100% of 5th year Patrolmen rate.

Any new employee employed by the Borough, who has a minimum of two continuous years of police service shall be paid at the third-year Patrolmen rate.

ARTICLE V - SCHOOL RESOURCE OFFICER

In the event that a Senior Patrolman is designated the School Resource Officer the Junior officer with most seniority shall be deemed an acting Senior Patrolman and shall be compensated as a Senior Patrolman as defined in Article IV.

ARTICLE VI - VACATION TIME

Employees shall be granted vacation leave as follows:

a. After one(1) year of completed service and up to four(4) years of completed service - two(2) weeks vacation.

b. After five(5) years of completed service and up to nine(9) years of completed service - three(3) weeks vacation.

c. After ten(10) years of completed service and up to fourteen(14) years of completed service - four(4) weeks vacation.

d. After fifteen(15) years of completed service and up to nineteen(19) years of completed service - five(5) weeks vacation.

e. After twenty(20) years of completed service six (6) weeks vacation.

A member can carry up to five(5) unused vacation days into the next calendar

-5-

year. Vacation time may be used at the employee's discretion at anytime during the calendar year, with the approval of the shift supervisor.

A weeks vacation shall be taken in one week increments and may be divided by the employees natural days off. (i.e. a member may take 2 days vacation, then their natural days off according to the schedule, and take the remaining 3 vacation days).

Any employee who is eligible for four(4) or more weeks vacation in a particular year may, at his sole option, choose to convert a weeks vacation into individual days off.

Any employee with scheduled vacation or other time off will not have that time off canceled because of a schedule change by management.

ARTICLE VII - SICK TIME

Each officer shall be entitled to 80 hours time sick days per calendar year. There will be unlimited cumulative sick time. Sick days not used in a calendar year shall be accumulated up to 720 hours to be taken consecutively, immediately prior to the officers retirement date; such retirement date being in accordance with the New Jersey State Police and Fireman's Retirement Pension System. (For purposes of this article, a day is considered 8 hours). Paid sick days, exceeding ten (10) in a calendar year will be deducted from the number of days accumulated to date. A doctors notice for absences of three(3) or more consecutive days will be required to determine appropriate disposition of absence.

Sick days accumulated over the maximum amount may be sold back yearly on a per diem basis. As of September 1st of each calendar year, each covered member will notify the payroll department in writing of their intent to sell back time and the number of days to be sold. Each member will receive payment for these days on the last pay in January of

-6-

the following year. However, there shall be no accumulation for use prior to retirement other than the specified amount.

Once an employee has reached the maximum amount of accrued days and decided not to sell back any portion or all of the next ten (10) days, he can carry the extra days to be used for sick time or sell back at retirement at the earned rate.

Specifically excluded from this Article is any time lost for injuries sustained while on duty including any time spent in the hospital and any recuperative time after hospitalization resulting from such injuries. Any sick time accumulated prior to the signing of this Agreement will be retained by the member.

The Borough will pay the base salary and benefits of any employee who because of an illness or injury arising out of the performance of his or her duties, is unable to perform his or her usual and customary employment for the period of work disability, such period shall not exceed one year for any illness or injury arising out of the same cause or incident; provided, however, that any amount of workers compensation insurance checks

received by the employee shall be forwarded to the Borough. After the one year period has expired it is to be reviewed by the governing body to decide if more time shall be allotted to the employee.

ARTICLE VIII - MEDICAL

The Borough shall provide coverage in accordance with the New Jersey State health Plans for all members of the police department by this Agreement and his or her eligible dependents at no cost to the member. Members of the police department covered by this Agreement retiring during the term of this Agreement shall be provided with

-7-

coverage for the individual retiring officer and his or her eligible dependents of said police officer. Said coverage shall provide for said officer and eligible dependents until death at no cost to the officer or dependents.

Retirement is understood to be in accordance with the rules and regulations established by the New Jersey State Police and Firemen's Retirement System, as amended 12-2-85.

Members of the police department will have their choice of the following plans to choose from:

1. New Jersey Blue Cross, Blue Shield, Rider J and Major Medical;
2. CIGNA Health Plan;
3. Health Maintenance Organization (HMO's);
4. Preferred Provider Organization (PPO);

Said plans will continue present coverage or may be upgraded to a higher coverage at a later time.

The Borough shall also provide, in the event the members' health insurance carrier declines payment, each member coverage for yearly complete physical, to include eye examination, blood work, titer test, E.K.G., stress test, x-rays, hearing test, urinalysis, and immunizations. In the event of partial payment by the members' health insurance carrier, the Borough shall pay the difference.

The Borough shall also provide officers and their dependents with a Prescription Plan, Dental Plan and Eye Care Plan at no cost to the officer or his or her eligible dependents. Members retiring during the term of this Agreement shall be provided with same Prescription Plan, Dental Plan and Eye Care Plan at no cost to the individual retiring

-8-

or his or her eligible dependents. Said coverage shall be provided for said officer and eligible dependents until death.

Said agreed plans will be:

1. Prescription Plan - Bollinger
PCS Card-\$5.00 co-pay generic / \$10.00 co-pay name brand and no co-pay mail order;
2. Dental Plan - Direct Dental (Blue Cross and Blue Shield)
3. Eye Care Plan - Vision Service Plan - Plan A

Non-deductible Plan

The parties agree to review the said plans annually during the term of this contract

and may alter or modify said plans upon mutual agreement.

The Borough shall also provide cost coverage for any employee of the police department who shall suffer from a serious communicable disease and shall be treated with presumption that the disease was contracted on the job. Police, hospital and physician records to be used to verify.

ARTICLE IX - COURT

For any day or night in any Municipal Court while not on duty, each member of the police department who appears in one or more matters, after being subpoenaed to any Municipal Court stemming from an incident occurring while in the performance of duty, therein shall receive \$85.00 in 2002/2003 and \$90.00 in 2004/2005.

a. For any attendance in County, State or Federal Court, which requires both morning and afternoon attendance, the Borough shall provide a meal allowance in an amount not to exceed fifteen (\$15.00) dollars. In addition, for any attendance in County, State or Federal Court, the Borough shall provide reasonable parking costs, plus one (1) day off, or a day's wages' as per the officer's choice; for time other than Municipal Court

-9-

when in Court on own time. Where an officer is placed on a stand-by status for any length of time, while not on duty, same shall receive fifty (\$50.00) dollars per day.

b. Any officer who testifies after completion of his or her 8 hour evening shift shall receive overtime, rather than Court time under this article.

c. Any officer required to attend Court after completion of any overtime assignment shall receive overtime for the amount of time spent in court, rather than Court pay under this article.

d. It is understood that a minimum of two (2) officers will be on patrol duty during any Municipal Court Session.

Any former member of this police department either one who has retired or discontinued employment, will be paid the current years court wages as defined above after being properly subpoenaed to appear.

ARTICLE X - UNIFORMS

Each member of the police department covered by this contract, shall receive from the Borough, an allowance of \$1,050.00 for the purchase of uniforms, equipment and maintenance for the duration of this Agreement.

If a member's duty assignment is changed during the course of the year requiring a change in the type of uniform that must be worn, and it is necessary for the member to purchase new or additional uniforms or clothing, the Borough will pay the cost of such new uniforms or clothing.

It is also understood that if there is a decision by the Borough or one of its officials to change the style or type of uniform to be worn by the members which make parts or all of the uniforms previously purchased unacceptable to the Borough, then the Borough will

-10-

supply each member with the initial quantity of new uniforms.

At any time of year, after the Borough Budget has been approved, a member may submit for reimbursement any receipts that total \$250.00 or more, until the maximum

clothing expense and maintenance allotments are reached.

In order to maintain uniformity throughout the department, all uniforms shall be purchased from the supplier designated by the Chief of Police. A member at his or her option may purchase accessories from a supplier other than that chosen by the Chief of Police as long as the accessory is the same make and model chosen by the Chief of Police. Any equipment may be purchased as long as same can be used on or off duty, and for training purposes; including but not limited to off duty weapons, study materials, practice ammo, office equipment, etc.

ARTICLE XI - REPLACEMENT OF UNIFORMS & PERSONAL PROPERTY

The Borough shall replace damaged uniform, or part of, or equipment damaged while in the performance of duty, which is non-serviceable, with no deduction from the officer's clothing expense allotment. The Borough shall also replace any personal property of any officer for this department, damaged while in the performance of duty to include but not limited to: watch, eyeglasses, contact lens, sunglasses and off-duty weapon. Any restitution ordered by a Court of Law shall be given to the officer, if replacement has not been made by the Borough. If replacement has been made, the restitution shall be surrendered to the Borough.

ARTICLE XII - PERSONAL DAYS

Each member covered under this Agreement shall receive for each covered year, eighteen (18) personal days. These days to be used at the discretion of the officer, with

-11-

the approval of his or her shift supervisor. Any unused personal days may be sold back to the Borough at a per diem rate. As of September 1st of the contract year, notification to be made to the Payroll Department of the intention to sell back unused personal days by each officer, for payment to be received on the 1st pay in November of the contract year. For purposes of this article one day equals 8 hours. Total personal time off of 144 hours annually.

ARTICLE XIII - USE OF PERSONALLY OWNED VEHICLE

In accordance with the Ordinances fixing the salaries and compensation to be paid to the officers and employees of the Borough of Haddon Heights, any member of the Police Department who, at any time shall use his own automobile on police business, shall be reimbursed for operation expenses, at the rate established in said Ordinance, that being the current I.R.S. rate. Reimbursement rate will reflect any change in the I.R.S. rate at the start of each calendar year covered by this Agreement.

ARTICLE XIV - OVERTIME

In accordance with the Ordinance fixing salaries and compensation to be paid to the officers of the Police Department, overtime shall be paid for any time worked over the Police Officers regular schedule, excluding Court Time. The hourly rate of overtime shall be calculated by dividing the Police Officers annual salary by 2080 hours and multiplying the results by one and one half (1 1/2).

- a. Any assignment, while not on regular duty, shall be treated as overtime for the number of hours specified. This to include, but not limited to, Board of Education functions, athletic or social events, bank duty, and traffic control situations.
- b. For any officer of the Police Department, time and one half shall be paid for

-12-

any time worked during the Borough Holidays, as established by Mayor and Council.

These holidays to include the following:

New Year's Day

Martin Luther King's Birthday, Observed

President's Day

Good Friday

Easter

Memorial Day, Observed

Independence Day

Labor Day

Veteran's Day - Observed

Thanksgiving and Friday after Thanksgiving

Christmas

c. The exception being, that if the Borough Offices are closed for any other full days other than an emergency all members will be given a floating holiday to be used at the discretion of the officer with the approval of his or her shift supervisor and if there are no available days off on the members shift, that floating holiday may be carried to the following calendar year.

d. Any officer who is ordered to work overtime on a legal holiday as described above, will be paid the hourly rate of overtime, calculated by dividing the Police Officers annual salary by 2080 hours and multiplying the result by two(2) X.

e. Any officer ordered to report for an assignment, will receive a minimum of four (4) hours overtime pay.

f. Only officers employed full time and covered by this contract will be allowed to work overtime assignments to include the following but not limited to:

1. BOE assignments
2. Road construction assignments
3. DWI patrol
4. Mobile inspection teams minimum three (3) full time employees
5. Any overtime requested by a business or resident of the Borough

-13-

g. Any overtime assignment canceled less than one (1) hour before an officers scheduled reporting time will result in that officer receiving four (4) hours overtime pay.

Any officer working under an assignment noted in subparagraph F, excluding BOE will be guaranteed four (4) hours overtime pay.

ARTICLE XV - INJURY ON DUTY (I.O.D)

Officers injured in the line of duty shall be fully compensated for a period of one (1) year or until certified "fit for duty" by a physician selected by the Borough or by the Worker's Compensation Carrier, whichever event occurs first.

Officers receiving injury compensation shall be subject to report for light duty if required by the Chief of Police after certification of same by a physician selected by the Borough. Such periods of salary payment to any officer injured in the line of duty shall be governed by the New Jersey Worker's Compensation Laws. In consideration of the full

compensation paid by the Borough, the officer shall turn over the Worker's Compensation temporary disability check to the Borough.

The Borough shall have the right to order a physical examination by any licensed osteopathic physician, medical doctor or specialist, as it deems necessary, of any injured officer. The costs of any such examination will be the obligation of the Borough.

ARTICLE XVI - TERMINATION OF SERVICE

Notwithstanding anything to the contrary, an officer who terminates service or who is terminated by the Borough shall be entitled to receive, at his sole option, payment in one lump sum for any accumulated and unused vacation, personal and sick leave subject to the maximum accumulation of and deductions from any said leave provided by this Agreement. The employee will be entitled to payment for all personal days and vacation days that are

-14-

awarded at the start of the new year.

Payment for sick and compensatory time may be on a pro-rated basis. For purposes of pro-rating, sick time shall be 6.50 hours/month; compensation time shall be 12.00 hours/month. No vacation time will be paid to an officer who terminated service or who is terminated within one year of the officer's employment date.

ARTICLE XVII - CONTRACT COVERAGE

This Agreement shall not apply to any individual in the employment of the Borough of Haddon Heights in any capacity, other than:

- a. Sergeant;
- b. Detective/Senior Patrolmen;
- c. Patrolmen

And any such service other than Sergeant, Detective/Senior Patrolmen and Patrolmen, shall not be counted in regards to any benefit due hereunder.

ARTICLE XVIII - DURATION

Upon approval by both parties, this Agreement shall be effective and retroactive from January 1, 2002 through December 31, 2005, a period of four (4) years.

ARTICLE XIX - AGENCY SHOP ACT

SECTION 1. The employer agrees to deduct an amount equal to eighty-five percent (85%) of the annual regular dues, fees and assessments charged by the P.B.A. to its regular members, less the cost of any member only benefits provided by such fees in accordance with N.J.S.A. 34:13A-5.5-5.8.

SECTION 2. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from

-15-

the Association.

SECTION 3. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the employee or require the employer to take any action other than to hold the fee in escrow pending resolution of the appeal.

SECTION 4. The Association shall indemnify, defend, and save the employer harmless against any and all claims, demands, suits or other forms of liability that

shall arise out of or by reason of action taken by the employee in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the employee, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such charged deduction.

ARTICLE XX - COMPENSATION DAY

It is agreed that one 8 hr compensatory day will be given to each officer working a rotating 8 hour schedule after being scheduled to work the eleven to seven (11:00 p.m. to 7:00 a.m.) shift.

Each Officer working 12 hour shifts will receive 144 hours of compensation time annually along with 12 additional hours for each day scheduled to work over 182 days in a calendar year.

It is further agreed that his/her earned compensatory time can be used at anytime, at the discretion of the officer, with approval of his/her shift supervisor.

ARTICLE XXI - EDUCATION

It is agreed that any officer will be reimbursed for tuition and registration for any

-16-

matriculated police science degree program; however a "C" average must be maintained. Said officer shall also be reimbursed for tuition and registration of any police related course after successful completion of said courses. This provision will be effective at the signing of the Agreement and will pertain to current personnel. Any new employees hired after the signing will be limited to reimbursement up to the completion of a Bachelor's Degree program.

ARTICLE XXII - OFFICER IN CHARGE (O.I.C)

In the absence of the Shift Supervisor for 90 consecutive calendar days, the Senior Patrolman shall be granted the same salary as the Shift Supervisor. (For the purpose of this article, absence shall be defined as: Not present to supervise the shift).

Each officer entitled to receive O.I.C. pay will submit in writing a listing of the dates reverting back to the first day, to which the officer is entitled to O.I.C. pay. This letter to be submitted by the First day of November. Payment will be made to the officer on the last pay in November. Said payments shall be made in a separate check from all other compensation received.

ARTICLE XXIII - This Article has been intentionally left blank.

ARTICLE XXIV - SPECIAL LEAVE OF ABSENCE

SECTION 1. MILITARY LEAVE

Any officer of the police department who is a member of the organized Reserve of the Army of the United States, Naval Reserve, United States Air Force, or United States Marine Corps Reserve, or other organization affiliated herewith is entitled to leave of absence from his respective duty without loss of pay or time on all days on which he is

-17-

engaged in training. A full pay shall be paid.

a. NATIONAL GUARD - All full time employees of the Police Department who are members of the National Guard are entitled to leaves of absence from work without

loss of pay or time, on all days they are engaged in training or active duty. The parties hereto acknowledge that the law requires the Borough only to pay the difference between the Borough salary and military pay in the event of a leave made necessary by the Order of the Governor.

The Borough agrees to continue to pay full salary to any police officer who is absent from work due to training or active duty in consideration of any such officer making his or her best effort to schedule such absences so as not to negatively impact the staffing and/or scheduling needs of the department.

b. VACATION LEAVE - The aforementioned leaves will be in addition to regular allowed vacation leave.

SECTION 2. DEATH LEAVE

a. In the case of death in an employees immediate family, payment for absence will be approved for:

1. Parents (or person who has taken place of parent)
2. Spouse
3. Child or step child
4. Brothers or sisters
5. Spouses parents
6. Relative or in law who lives in the same household

-18-

Ordinarily, such approval will not exceed five (5) days, but may, under special circumstances be extended, at the discretion of the Governing Body.

b. In the case of death of a relative not in the immediate family, the time excused will not exceed two (2) days but may, under special circumstances be extended, at the discretion of the Governing Body:

1. Grandparent
2. Aunt or uncle
3. 1st cousin
4. Brother or sister in law

SECTION 3. POLICE ORGANIZATION REPRESENTATIVES

Employees covered by this Agreement who are duly elected and authorized representatives of P.B.A. #328, will be excused from work to attend State and National conventions/meetings of said organization pursuant to N.J.S.A. 40A:14-177, upon written request by the employee certifying his position in the organization, signed by the President of the local organization.

ARTICLE XXV - GRIEVANCE PROCEDURE

A. PURPOSE

It is the policy of the Borough and the members that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlements at any step shall bind the immediate parties to the settlement, but shall not be precedent in a later grievance proceeding.

B. DEFINITION

The term "grievance" means a complaint or claim that there has been an improper

application, interpretation or violation of this Agreement, any Borough policy governing the members of any administration's decision affecting any member or members of this department.

A "Policeman" is any full time person in the Unit covered by this Agreement.

An "Aggrieved Party" is the policeman or group of policemen who submit a grievance or on whose behalf it is submitted.

C. SUBMISSION OF GRIEVANCE

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of the Agreement involved in the grievance, the time when and place where the alleged events or conditions constituting the grievance existed, and if known the identity of the person(s) responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based. A policemen or group of policemen may submit grievances which affect them personally and shall submit such grievances to the Chief of Police.

D. GRIEVANCE PROCEDURE

The Chief of Police shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Chief of Police or if no response is received within one (1) calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Mayor and Council. The Mayor and Council or its designated Council Members shall, upon request, confer with the

aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of its position with respect to it no later than two (2) weeks after it is received by them.

E. RIGHTS OF EMPLOYEES

Any aggrieved person may be represented at all formal steps of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association (P.B.A. Local #328). If the employee is dissatisfied with the decision of the Mayor and Council, the employee or the Association may request the appointment of an arbitrator. Such request to be made known to the Chief of Police no later than forty-five (45) days after the decision in writing of the Mayor and Council was made known to the employee or his representative.

F. PROCEDURE

The following procedure will be used to secure the service of an arbitrator.

- a. A joint request will be made to the Public Employees Relations Commission (hereinafter referred to as PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question;
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names;
- c. If the parties are unable to determine within ten (10) working days of the

initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator;

d. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement

-21-

between the parties or any policy of the Borough. The recommendations of the arbitrator will be binding on both parties. Only the Mayor and Council and the aggrieved and his representatives shall be given copies of the arbitrator's reports of findings and recommendations. Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the aggrieved policeman to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. It is understood that policeman shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance and any effect thereof shall have been fully determined.

ARTICLE XXVI - MUTUAL EXCHANGE

Each member of this Contract shall be able to exchange a scheduled tour of duty with another member for such reasons as attending schools or personal reasons, providing that shift supervisors of both members are aware and approve.

ARTICLE XXVII - TRAINING DAYS

When attending any police related schools, seminars or in-service training session, while off duty and officially assigned, that member shall be paid at the overtime hourly rate for the actual time spent, with a minimum of four (4) hours compensation per day, or shall receive a compensation day, at the discretion of the member.

ARTICLE XXVIII - AGREEMENT BETWEEN PARTIES

The Borough, pursuant to Public Employment Relations Commission, recognize the Policeman's Benevolent Association Local #328 for the purposes of collective negotiations for all employees employed by the Borough of Haddon Heights, but excluding the Chief of

-22-

Police, Captain, Dispatchers, Crossing Guards, and all other employees employed by the Borough, professional employees, non-police personnel, confidential employees, firefighters and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

ARTICLE XXIX - RETENTION OF BENEFITS

All the powers, rights, duties, responsibilities, benefits and authority that the parties had prior to the signing of this Agreement are retained by the parties, except those and only to the extent that they are specifically modified by this Agreement, and are not contrary to Public Policy, nor a law of the State of New Jersey.

ARTICLE XXX - ADEQUATE MANPOWER

It is agreed that on each shift, a minimum of two (2) officers covered by this Agreement will be on motorized patrol duty, not to be a part of any dispatch assignment or duty.

ARTICLE XXXI - TRAINING AMMUNITION

It is agreed that practice ammunition will be issued in accordance with the needs of the members in order that the employees may be given the privilege of practicing with their service weapon. During the course of the year, one hundred (100) rounds will be issued to each officer. Additional ammunition will be supplied for required weapon qualification.

ARTICLE XXXII - ON CALL DETECTIVES

For each month a detective is designated by the Chief of Police as the on call Detective, the Detective will receive an additional \$150.00 per month. Said Detective will receive the monies on the first pay period in December for that year. Detective shall be deemed on duty upon his acknowledgment of an assignment.

-23-

ARTICLE XXXIII - POLICE SCHEDULE

It is agreed that the current 12 hour schedule rotation will not be altered unless approved by the Governing Body and the Bargaining Unit. If the schedule is changed and two (2) officers have time scheduled off at the same time none of this time can be canceled. (See Vacation Article VI).

Any Platoon change for each calendar year will be prepared and presented by the Chief of Police by October 1 of the preceding year.

This article becomes effective upon execution of this Agreement.

DATED: _____

ATTEST: _____

HADDON HEIGHTS POLICE ASSOCIATION

MAYOR