

2628

AGREEMENT

BETWEEN

TOWNSHIP OF HARDYSTON
SUSSEX COUNTY, NEW JERSEY

AND

HARDYSTON TOWNSHIP POLICE
OFFICERS ASSOCIATION

PBA LOCAL 138

JANUARY 1, 1994

THROUGH

DECEMBER 31, 1996

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PREAMBLE

THIS AGREEMENT, entered into this day of 1994, by and between the TOWNSHIP OF HARDYSTON, a municipal body of the State of New Jersey, with offices at the Municipal building, Route 515, Stockholm, New Jersey, 07460, hereinafter called the "Employer", and the HARDYSTON TOWNSHIP POLICE OFFICERS ASSOCIATION, PBA LOCAL 138, hereinafter called the "Association", with its principal offices at Police Headquarters, Route 515, Stockholm, New Jersey, 07460.

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Association, PBA Local 138, as the exclusive representative for the purposes of collective negotiations regarding wages and conditions of employment, of Patrolmen, Sergeants, Lieutenants and Captains in the Police Department within the Township of Hardyston. Excluded from the unit are the Police Chief, Dispatchers, Special Officers and all other Township employees.

ARTICLE II - MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, 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:

1. 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 and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;

4. To establish a code of rules and regulations of the Department for the operation of the Department.

B. Nothing contained herein shall be construed to deny or restrict the Employer in its exclusive right to administer the Department and control the work of its personnel, nor to deny or restrict the Employer in any of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or ordinances.

ARTICLE III - OVERTIME

A. The work period shall be 28 days and each officer shall work one hundred sixty (160) hours within the 28 day period at regular rate.

B. The schedule of hours of work per day and days of work per week shall be posted by the Chief. Any hours worked in excess of the number of hours in a scheduled work week or any hours worked in excess of eight (8) hours worked on any work day, shall be compensated at a rate of one and one-half (1 1/2) times the

employee's regular rate of pay, provided that said overtime work is authorized by the Chief.

C. Overtime shall be computed and payment made on the following basis:

1. Up to the first eight (8) minutes - no pay.
2. Eight (8) through twenty-two minutes - 15 minutes pay.
3. Twenty-two (22) through thirty-seven (37) minutes - 30 minutes pay.
4. Twenty-eight (28) through forty-seven (47) minutes - 45 minutes pay.
5. Forty-seven (47) minutes through sixty (60) minutes - 1 hour pay.

D. A logbook will be provided at police headquarters for the purpose of logging all time worked. In the event an employee is required to work overtime, the time shall be logged and the reason for the overtime set forth. Any such excess hours shall be recorded in the logbook and initialed by either a superior officer or the desk officer and approved by the Chief of Police.

E. A running total of all overtime hours shall be made available to the shift commanders at all times.

F. The Association and the employees agree there shall be no pyramiding of overtime. There shall be no double payment of overtime rates for the same hours worked either daily or weekly.

G. The provisions of this Article and this Agreement shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. No provision of this contract

shall be deemed to be a guarantee of employment.

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Whenever any officer shall be required as part of the officers official duties to appear at any Municipal, County, or Superior Court proceeding, except in a civil action, the time during which he is so engaged shall be considered a time of assignment to, and performance of duty.

Whenever such appearance is required outside regularly assigned duty hours, he shall be credited with a minimum of two (2) hours time. The employee shall be compensated for such time at straight time unless he has worked in excess of one hundred sixty (160) hours in the twenty-eight (28) day work cycle encompassing the court time, and if such be the case, the hours in excess of the one hundred sixty (160) shall be paid for at the rate of time and one-half (1 1/2). The time shall be kept to a minimum and prior authorizations shall be obtained from the Chief.

ARTICLE V - MINIMUM CALL OUT

In the event an officer is called in to duty for other than his scheduled assignment or at times or on days during which he is not regularly scheduled for duty, he shall be paid no less than three (3) hours pay irrespective of actual time worked.

ARTICLE VI - HOLIDAYS

A. The following holidays shall be recognized for all

employees:	New Year's Day	Columbus Day
	Lincoln's Birthday	Veteran's Day
	Washington's Birthday	Thanksgiving
	Good Friday	Christmas
	Independence Day	General Election
	Memorial Day	Labor Day
	Employees Choice of his Birthday or Easter	

B. Employees scheduled to work on a holiday shall be paid their regular rate for the holiday plus time and one-half (1 1/2) for all hours worked on such holiday.

C. Compensation for holidays shall be paid in current pay period in which holiday falls.

D. The Employer reserves the right to schedule employees to work on holidays as required.

ARTICLE VII - VACATIONS

A. The vacation year shall be from January 1 to December 31 for purposes of calculating the amount of vacation with pay, only full-time (at least 40 hours per week) continuous, uninterrupted service in and for the Township of Hardyston shall be counted.

B. The scheduling of all vacation days is subject to the manpower needs of the Township and prior approval of the Chief of Police. Vacations may not be taken more than two weeks at one time during the months of June, July, August and September. The Chief may permit two (2) officers to schedule vacations at the same time,

provided that said officers are not on the same shift. Any employee may use up to an aggregate total of five (5) of his annual vacation days in individual day segments.

C. All vacation days shall be scheduled by the Chief of Police and shall be used within the calendar year when earned except that five (5) vacation days may be used during the next succeeding calendar year, and is not so used will be lost.

D. All full-time police captains, lieutenants, sergeants and patrolmen shall be eligible for vacation with pay as follows upon the completion of the certain number of cumulative years as follows:

<u>Amount of Vacation</u>	<u>Years of Cumulative Service</u>
10 days	1 years
15 days	5 years
21 days	10 years
25 days	20 years

E. Employees hired at other than first salary step shall be credited vacation time during their first year on a pro-rated basis depending upon the month of hire. For example, an officer hired at the second salary step in the month of July would be entitled to vacation pro-rated to six months.

F. Employees hired at the first salary step will accumulate vacation time during their first year based upon one day per 3 months up until their one year anniversary of employment. For the balance of the calendar year following the employee's first year

anniversary of employment, vacation time shall be pro-rated to the end of the calendar year. At the end of the calendar year in which the employee's first anniversary of employment falls, vacation time shall follow the schedule put forth in paragraph D. of Article VII.

G. A week's vacation pay shall be the employee's regular rate of pay time the normal hours in his straight time work week.

H. In the event an eligible employee is terminated for cause, or if the employee quits prior to December 31 of the vacation year, he shall be entitled to the amount of vacation benefit which he has accrued on a pro rate basis prior to his termination. From the foregoing shall be deducted any monies that are owed to the Township by the employee which has been certified to the Township by the Chief of Police.

I. In the event of the death or retirement in good standing of any full-time employee, the Township shall pay to him or his estate the full amount of any vacation pay accrued but unpaid at the time of his death or retirement.

ARTICLE VIII - PERSONAL DAYS

After one year of employment, each employee shall be entitled to one (1) personal day per year. After three (3) years of employment, each employee shall be entitled to three (3) personal days per year.

B. Entitlement to personal days is conditioned upon an employee making a written request at least seven (7) days in advance of the requested personal day and receiving the approval of the Chief of Police. Less than seven (7) days may be permitted for the request in cases of emergency with the approval of the Chief.

ARTICLE IX - FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said exceed five (5) calendar days.

B. The "immediate family" shall include only husband, wife, child, brother, sister, parents.

C. In the event of the death of the employee's grandparents, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, nieces, nephews, uncles or aunts, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said exceed three (3) calendar days.

D. Reasonable verification of the event may be required by the Township.

E. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.

F. An employee may make a request of the Chief of Police or

his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Chief of Police or his designated representative shall be charged, at the option of the employee, either as a personal day or against accumulated compensatory time off.

ARTICLE X - SALARY AND WAGE SCALE

A. All employees covered by this Agreement shall be covered by the following salary guide:

	1994	1995	1996
Patrolmen:			
0-1 year	\$29,482.52	\$30,956.64	\$32,504.48
1-2 years	\$31,034.23	\$32,585.94	\$34,215.24
2-3 years	\$34,799.67	\$36,539.65	\$38,366.64
3-4 years	\$38,565.09	\$40,493.34	\$42,518.01
4-5 years	\$42,327.47	\$44,443.84	\$46,666.04
Sergeant	\$45,713.20	\$47,998.86	\$50,398.80
Lieutenant	\$47,541.52	\$49,918.60	\$52,414.53
Captain	\$48,492.08	\$50,916.68	\$53,462.52

Any police officer assigned to the Detective Division shall receive an annual sum in the amount of One Thousand (\$1,000.00) Dollars as part of his base annual rate of pay.

B. Base salary shall be paid on the first and fifteenth day

of the month for service performed.

C. The Employer reserves the right to plant "an experienced" employee at any step on the wage scale.

D. It is agreed by the employer that all promotions to a higher rank shall be made pursuant to the New Jersey statutory requirements N.J.S.A. 40A:14-129 et seq.

ARTICLE XI - CLOTHING AND MAINTENANCE

A. All members of the Police Department shall provide and maintain in clean and serviceable condition such wearing apparel and equipment as prescribed by the Chief.

1. The Employer agrees to provide an annual uniform allowance per employee not to exceed the amount noted below:

1994 - \$725.00

1995 - \$750.00

1996 - \$775.00

2. It will be the employee's responsibility to purchase such uniforms.

B. The Township will assume the expense of uniforms brought about by change of style or color.

C. The aforementioned uniform allowance will be paid directly to each employee in one lump sum on or before the first of June of each year. Each employee, prior to receiving his uniform allowance increment, shall present receipts to the Chief of Police demonstrating that he had in fact used the allowances received by him prior thereto for uniform improvement and replacement.

D. Any unexpended funds shall not accrue from year to year and shall not be paid to the employee at the end of the year.

E. In the event that an employee's uniform shall be destroyed in whole or in part, while he is in the performance of his duties, the destroyed uniform or portion thereof, as the case may be, will be replaced immediately by the Township and the cost thereof will not be charged to the officer. Any application for replacement under this paragraph shall be endorsed by the Chief of Police before the replacement is made; the endorsement shall not be unreasonably withheld.

F. The Employer agrees to provide an annual uniform cleaning and maintenance allowance per employee in the amount of \$250.00.

1. Upon receipt, the Employer may require evidence of the expenditure of these monies. If the employee is unable to provide same, the Employer may withhold further payments and request reimbursement.

G. Any employee whose service terminates on or before January 1 shall reimburse the Township for one-half (1/2) of said allowance.

H. Should an employee's uniform be lost or destroyed due to his own negligence the employee will be personally liable to replace the uniform.

I. Such funds shall be paid to the employee on or before January 10th of the year for which they apply.

ARTICLE XII - PROMOTIONS

The Chief of Police may appoint an employee to perform the duties of a higher rated position without an increase in pay for time periods up to five (5) consecutive work days. Should an employee work more than five (5) consecutive work days then the employee shall receive the salary commensurate with that position.

ARTICLE XIII - LONGEVITY

A. The Employer agrees to pay to full time employees longevity payments upon completion of that certain number of years of cumulative service in and for the Township of Hardyston as a member of the Hardyston Police Force, as follows:

Years of	Employees hired	Employee hired
	<u>Before 1/1994</u>	<u>After 1/1994</u>
3	2%	\$ 800
11	4%	\$1600
16	6%	\$2500

B. Such additional compensation shall be paid as follows: any full time employee who completed his anniversary date of cumulative service between July 1 and December 31 shall be paid twenty-six (26) equal installments commencing January 1 of the following year. Any full time employee who completes his anniversary date of cumulative service between January 1 and June 30 shall receive twenty-six (26) equal installments commencing on July 1st of the year completed.

C. Longevity shall be based upon the Salary Schedule but shall not be considered for the purposes of determining overtime remuneration or other compensation or contributions.

D. Any interruption of service due to military service, injury in line of duty or illness or other similar reasons shall be considered as service for the Township of Hardyston Police Department for the purpose of determining the completion of cumulative periods of service with the Township.

E. For the purposes of calculating the number of years of cumulative service each employee has accumulated, only full time (at least 40 hours per week) continuous, uninterrupted service in and for the Township of Hardyston as a police officer shall be counted.

F. In the event an employee is terminated for cause, or if the employee quits after said lump sum payment has accrued but prior to the payment of same, he shall be entitled to the amount of longevity payment accrued prior to his termination.

ARTICLE XIV - EXPENSES-VEHICLE AND MEAL ALLOWANCE

A. Employees required to use personal vehicles in the pursuit of proper and necessary Township business shall be entitled to receive gas for their vehicle in an amount sufficient to cover the miles traveled portal-to-portal.

B. Employees shall receive \$4.00 as a meal allowance while attending police or job related schools beyond the Township limits provided such attendance is approved by the Chief of Police. The

meal allowance will be given only when the cost of the program does not include the cost of the meal.

ARTICLE XV - HEALTH AND WELFARE BENEFITS

A. Full-time employees are eligible for hospitalization benefits, as presently furnished by the Employer.

B. Full-time employees are eligible for hospitalization benefits, dental benefits and prescription benefits as presently furnished by the Employer pursuant to the Delta Dental Plan of New Jersey, Inc. Group No. 1798-01 and Bollinger Prescription Drug Insurance (Policy No. PD0181). The plans include coverage for the employee and eligible immediate family members, and shall be paid fully by the Employer.

C. Upon an employee's termination, insurance coverage will be discontinued per the policy.

D. During layoff, leave of absence or any other period when the employee is not working (with the exception of vacation or sick leave), the Employer shall not be required to provide the above-mentioned coverage. As an express exception to the foregoing, and subject to the approval of the insurance carrier and subject to any applicable laws, the above-mentioned coverage shall be made available during any period of disability, provided that during such period the employee is liable for the premium related thereto.

E. All rights benefits, eligibility requirements, etc., shall be governed by the applicable policy of insurance.

1. If any employee retires because of age or length of

service, he will have the option of continuing coverage of hospitalization and dental insurance benefits as provided for other officers if he reimburses the Employer for premiums in advance of a quarter year basis. The above is subject to such provision being permissible under the policy in effect at the time of such request.

2. Hospitalization and Dental Benefits After Disability Retirement: Any employee who retires due to disability incurred in the line of duty shall be covered under the policy in effect at that time for a period of six months from the date of such disability retirement.

3. Hospitalization and Dental Benefits After Death in Line of Duty: Upon an employee's death in the line of duty his widow and dependent children shall receive continued coverage in accordance with the policy in effect at the time of the employee's death in the line of duty, from the date of death of such employee. Notwithstanding the foregoing, continued coverage shall cease immediately upon the remarriage of the employee's widow or upon the attainment of majority of an employee's dependent children.

F. Each member of the Department shall be entitled to be reimbursed by the township for the cost of prescription eyeglasses and eye examinations for himself and members of his immediate family (spouse or children) based upon actual bills submitted by an optometrist, ophthalmologist, optician or other similar professional not exceeding in total, \$300.00.

for each member of the Department during each calendar year.

G. The Township will continue to provide the medical

insurance in existence as of December 31, 1993

H. The Township has the right to change insurance carriers so long as substantially similar benefits are provided.

I. For the purposes of this Article, Retirement means retirement within the meaning of the Police and Firemen's Retirement System.

ARTICLE XVI - INJURY LEAVE

A. In the event an employee becomes disabled by reason of a work related injury or illness and unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to Workmen's Compensation.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report prior to the end of the shift thereof to the immediate supervisor. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work and, the Township may reasonably require the employee to present such certificate from time to time.

D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right at its cost, to require the employee to obtain a physician examination and certification of fitness by a physician appointed by the Township.

E. In the event the Township physician certified the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Township physician, then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee, The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources. At the Township's option, the employee shall either surrender and deliver any compensation disability or other payments to the Township and receive his entire salary payment, or the Township shall only pay the difference.

G. If the Township can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Township, up to and including termination.

ARTICLE XVII - DISABILITY BENEFITS

A. Any employee who shall become disabled by reason of injury other than a job related injury and who is unable to perform his usual duty or any other duty to which the Chief may wish to assign him shall be entitled to collect benefits pursuant to the insurance policy in effect at the execution of this contractual Agreement.

B. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to perform any work and the Township may reasonably require the employee to present such certificate from time to time.

C. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right at its own cost, to require the employee to undergo a physical examination and obtain a certification of fitness by a physician appointed by the Township.

D. Any amount of insurance proceeds payable under said policy to an employee because of such disability plus any other benefits except permanent disability benefits under Workmen's Compensation Insurance, shall not exceed the employee's base salary at the time of the injury and in the event such amount does exceed that amount, then, in that event the employee shall pay over such excess to the Employer.

E. It is expressly understood that the employee's benefits shall be limited so as not to exceed benefits at the present policy in effect.

F. It is understood that if the employee's length of

disability is under the 30 day waiting period as mandated by the current policy, no disability benefits will be received by the employee.

G. An employee will be required to use his accumulated sick time to account for the first 15 calendar days of the waiting period before qualifying for an additional 15 calendar days of injury disability coverage to be paid by the Township. For the purpose of this agreement the 15 day benefit shall be one-half of the monthly benefit as provided by the terms of the disability plan in effect at the time of the injury and after having been established as a valid disability claim by the insurance company.

H. The Township will be responsible to pay for only one 15 day waiting period benefit in any 12 consecutive months. If the employee should apply for a subsequent disability claim within the 12 month period of the first claim, then it shall be the employees responsibility to provide for the 30 day waiting period as specified by the Township's insurance coverage.

ARTICLE XVIII - ANNUAL MEDICAL EXAMINATION

Each employee will be given an annual medical examination to insure proper physical capabilities on the job. This medical examination will be given at Township expense by a physician or group of physicians selected by the Township and will be scheduled during the working hours of each employee. The employee and the Employer will both be entitled to receive all reports resulting from said examination.

ARTICLE XIX - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this Agreement. With regard to the Township, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE

The aggrieved or the Association shall institute action under the provisions hereof within three (3) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of

resolving the matter informally. Failure to act within said three (3) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO

If no agreement can be reached orally within five (5) calendar days of the initial discussion with the Chief of Police, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Chief of Police or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

STEP THREE

If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Township Committee within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.

STEP FOUR

If the grievance is not settled through Steps, One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public

Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

1. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved 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 any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore, final and binding.

F. Upon prior notice to and authorization of the Chief of Police, whose authorization shall not be unreasonably withheld, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Township of Hardyston or require the recall of off-duty employee.

G. The time limits expressed herein shall be strictly adhered

to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for the decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

H. Employees covered by this Agreement shall have the right to process their own grievance without representation.

ARTICLE XX - SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness.

B. An employee if absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than two (2) hours before the employee's usual reporting time, except in emergency circumstances. Failure to give such notice may be cause for denial of the use of sick leave for the shift involved and may constitute cause for disciplinary action. Absence for five (5) consecutive days without notice shall constitute a resignation on the employee's behalf.

C. A certificate of a physician in attendance shall be required as proof of need of the employee's leave after three (3) consecutive days sick leave. A certificate of a physician in attendance shall also be required as proof of the need of the employee's leave after ten (10) days leave in one (1) calendar year consisting of periods of less than five (5) days, unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months. The Township in any event may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

D. In cases of leave of absence ordered by the Township Health Department due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work and time lost will not apply to sick leave time or any loss of pay.

E. Sick leave may be advanced with the permission of the Chief which shall not be unreasonably withheld. The above-defined allowance shall not be allowed until the month has gone by; that is credit for January is not available until February 1.

F. Sick leave will not be allowed on an hourly basis. Employees requesting sick leave for purposes herein stated will be charged one-half (1/2) day off less than four (4) hours and will be charged one (1) day for over four (4) hours sick leave.

G. The recommendation of the Township's Medical Physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Chief of Police.

H. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employees' regular time off. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

I. All employees shall be granted ten (10) sick days with pay per calendar year.

J. Sick days may be accumulated from year to year and upon retirement a retiree shall be entitled to be paid sixty (60%) percent of regular daily pay for such accumulated sick days.

ARTICLE XXI - MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in 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 absence in whole or in part, from the full, faithful or proper performance of the employee's duties of employment), work stoppage, slow-down, walkout or other illegal job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the association or its members.

ARTICLE XXII - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIII - NON DISCRIMINATION

A. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, mental or physical disability, national origin or political affiliation.

B. The Township and the Association agree that all employees

covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE XXIV - TUITION REIMBURSEMENT

A. to be eligible for such tuition reimbursement, the employee must be matriculated in a program leading to a degree in Police Science or Criminal Justice.

B. No single employee shall in one calendar year receive more than Five Hundred Fifty (\$550.00) Dollars in tuition reimbursement and no more than Seventy-Five (\$75.00) Dollars in required textbook reimbursement.

C. Payment will be made after the submission of documentation that the employee has successfully completed the course or courses.

ARTICLE XXV - POLICE VEHICLES

All police vehicles shall have a heater and air conditioning installed, and operable, and no police vehicle shall be used on routine patrol after clocking one hundred thousand (100,000) miles on the odometer, except in an emergency or unless the vehicle has been reconditioned with a low mileage engine and transmission (could be rebuilt), a new front end (tie rod ends, center link, control arms, pitman arm, idler arm, torsion bars, shocks, rebuilt power steering pump and box).

ARTICLE XXVI - FULLY BARGAINED PROVISIONS

The Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Except as set forth in the following Section, 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 knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVII - DURATION

This agreement shall be in full force and effect as of January 1, 1994, and shall remain in effect to and including December 31, 1996 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement.

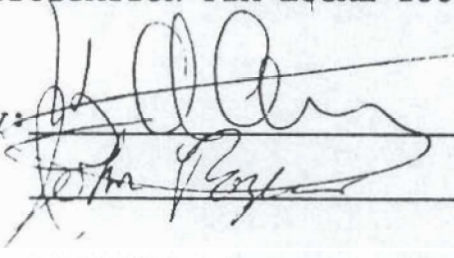
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Hardyston, New Jersey, on this day of 1994.

HARDYSTON TOWNSHIP POLICE OFFICERS

TOWNSHIP OF HARDYSTON

ASSOCIATION PBA LOCAL 138

By:



By:



