

*AGREEMENT BETWEEN*

*TOWNSHIP OF MANTUA*

*AND*

*P.B.A. LOCAL # 122*



*JANUARY 1, 2005 - DECEMBER 31, 2007*

WHEREAS, the Township of Mantua, a Municipal Corporation with offices at 401 South Main Street, Mantua Township, Gloucester County, New Jersey, hereinafter referred to as the "Township", and the Mantua Township Police Department, comprised of Sergeants, Detective Sergeants, Corporals, Detectives, Patrolman and Investigators, hereinafter referred to as "Department", are entering into an Agreement establishing conditions of employment to the effective nunc pro tunc January 1, 2005 through December 31, 2007.

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**ARTICLE I**  
**RECOGNITION**

- 1) The Township agrees to recognize the P.B.A. Local #122 as the sole and exclusive collective bargaining representative of the employees of the following job classification:
- |              |                       |
|--------------|-----------------------|
| 1) Sergeant  | 2) Detective Sergeant |
| 3) Corporal  | 4) Detective          |
| 5) Patrolman | 6) Investigator       |

**ARTICLE II**  
**CONTRACT PERIOD**

- 1) This agreement shall be effective nunc pro tunc as of January 1, 2005 for a period of three years expiring December 31, 2007.

ARTICLE III  
GRIEVANCE PROCEDURE

1) Purpose.

- a) The purpose of this article is to settle all grievances between the Township and an Officer(s) as quickly as possible so as to ensure efficiency and promote Employee morale.
- b) Nothing herein contained shall be construed as limiting the right of any Officer having a grievance to discuss the matter informally with any appropriate member of the Department Supervisory Staff and having the grievance adjusted without the intervention of the association.

2) Definition.

- a) A Grievance is defined as Officer(s) concerning the working conditions of any Officer(s), or any complaint by the Officer(s) as to any action or non-action which allegedly violates the terms and circumstances of his/her employment. All other matters including discipline are specifically excluded from the grievance procedure.

3) Formal Grievance procedures.

- a) The following represents 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 in writing by mutual consent.

**Step 1:**

An Officer with a grievance shall reduce it to writing stating as clearly as possible the nature and extent of such grievance. The P.B.A. representative with the Officer(s) shall present the Officer's grievance or dispute to the Chief of Police within five (5) working days of its occurrence. If it is not presented within the aforementioned time period, it shall thereafter not be considered a grievance under this agreement. The Chief of Police shall attempt to adjust the matter and shall respond to the Officer(s) and P.B.A. representative in writing within five (5) working days.

**Step 2:**

If the grievance remains unsettled or unanswered by the Chief of Police, it shall be presented to the Township Administrator within five (5) working days after the Chief of Police response is due. If it is not presented within the aforementioned time period, it shall thereafter not be considered a grievance under this agreement. The Township Administrator shall respond to the P.B.A. representative and the employee in writing within seven (7) working days.

**Step 3:**

If the grievance remains unsettled or unanswered by the Township Administrator, it shall be presented to the Township Committee within five (5) working days after the Township Administrator's response is due. If it is not presented within the aforementioned time period, it shall thereafter not be considered a grievance under this agreement. The Township Committee shall respond to the

P.B.A. representative and the employee in writing within seven (7) working days.

**Step 4:**

If no settlement of the grievance has been reached by the parties, either one or both may within fifteen (15) calendar days move the grievance to nonbinding arbitration.

- 1) Only grievances related to the interpretation and application of the specific provisions of this agreement shall be arbitrated
  - 2) The arbitrator shall be selected in accordance with the procedures of the Public Employees Relations Committee.
  - 3) The cost thereof to be borne equally by the parties.
  - 4) The arbitrator shall be bound by the terms and conditions of this agreement and shall not have the power to add to, subtract from or in any way modify any of the terms of this agreement.
- b) The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties in writing.
  - c) Extensions and modifications to this grievance procedure may be mutually agreed upon in writing by the Officer, P.B.A. and a representative of the Township at the appropriate grievance level.
  - d) All papers and documents relating to the grievance and its disposition shall be placed in the Officers personnel file.

**ARTICLE IV**  
**PAY DIFFERENTIAL**

- 1) In the event a Sergeant or Corporal is not on duty, the senior Patrolman in charge of that particular shift shall receive Corporal's pay for all hours worked in that capacity.
- 2) In the absolute discretion of the Director of Public Safety, or, in his absence, The Police Committee, an Acting Chief may be appointed from the ranks of Sergeant personnel, and paid at a rate equal to the regular salary of the Sergeant plus fifty (50) percent of the difference between that salary level and the Chief of Police salary level.

**ARTICLE V**  
**PAY FOR THE TIME IN COURT**

- 1) All Officers compelled to appear in any Municipal, County or Juvenile Court in connection with a criminal or quasi-criminal complaint, or before any administrative board while on a scheduled day off, or on scheduled off-time, shall be paid at the rate of \$70.00 for each appearance.
- 2) All Officers compelled to standby for any of the above courts shall be paid \$7.00 per stand-by subpoena.
- 3) Pay for court time shall be paid on or before June 1st and December 31st of each year, to be paid on a separate check from the regular salary check.

**ARTICLE VI**  
**CLEANING AND MAINTENANCE**

- 1) The Township will pay for the cleaning costs of uniform pants, shirts, coats, including re-conditioning of leather jackets once a year.
  - 1) The Township will also pay for the dry cleaning, washing and maintenance of clothing worn by Detectives / Investigators in the performance of their duties, in lieu of monies paid for cleaning and maintenance.
- 2) The Township will provide \$120.00 per year to each member of the Department as reimbursement for police duty shoes (2 pairs).
- 3) The Township will allot \$875.00 to each member for purchase of uniforms, as well as supplying each member with a winter uniform coat.
- 4) It is understood that the Township shall, as required by law, receive bids on the items set forth under #1 and #2 above.
- 5) The specifications shall list all items of police apparel falling under the general description of uniforms and each member of the unit shall be authorized to purchase directly from the list up to the allocation set forth herein above.
- 6) Detectives / Investigators shall receive \$875.00 towards the purchase of appropriate clothing.
  - 1) The means of payment for the purchase of such clothing will be by voucher submitted by the Detective / Investigator.



- 7) Detectives / Investigators shall receive a \$350.00 credit towards the purchase of Police uniforms and Police related equipment.
- 8) All uniforms and police related equipment mentioned in subsections 1, 2, 3, 5 and 6 shall be ordered no later than July 1 of the appropriate year.

**ARTICLE VII**

**NEW OFFICER UNIFORM ISSUE**

- 1) All new hired police officers will receive a complete set of uniforms and equipment. A complete set shall include, but not be limited to the following items:
 

|   |                       |
|---|-----------------------|
| 6 Winter Shirts                                   | 1 Wallet badge        |
| 6 Summer Shirts                                   | 1 ID Case             |
| 4 Pairs of Pants                                  | 1 Uniform Name Plate  |
| 1 Wool Sweater                                    | 1 Duty Gun Belt       |
| 1 Pair of Rubber Boots                            | 1 Duty Holster        |
| 1 Baseball Cap                                    | 2 Uniform Badges      |
| 1 Winter Hat                                      | 1 Summer Hat          |
| 1 Duty Magazine Pouch                             | 2 Pair of Duty Shoes  |
| 1 H&K .40 USP duty Weapon                         | 4 Weapon Magazines    |
| 1 Light Weight Spring                             | 1 Bullet Proof Vest   |
| 1 Raincoat  | 1 Rain Hat Cover      |
| 1 Off Duty Holster                                | 1 Leather Winter Coat |
| 1 Set of Handcuffs                                | 2 Neckties            |
| 1 Handcuff Case                                   | 1 Necktie Bar         |
| 1 Rechargeable flashlight                         | 1 pair class B pants  |
| 1 class B S/S shirt                               | 1 class B l/s shirt   |
| 1 Dress Blouse w/ shirt, Sam Brown shoulder strap |                       |

- 2) New Officers will not receive a clothing allowance for one (1) year from their date of hire, but not to exceed twenty-three (23) months. During that period the Township will replace damaged or worn uniforms or equipment.

### ARTICLE VIII

#### VACATION ENTITLEMENT

- 1) All members of the department shall be entitled to the following paid vacation:
  - After one (1) yr of service- 2 units of vacation
  - After five (5) yrs of service-3 units of vacation
  - After ten (10) yrs of service-4 units of vacation
  - After fifteen (15) yrs of service-5 units of vacation
  - After twenty (20) yrs of service -6 units of vacation
- 2) 1 Unit = equal the number of days in a workweek. Example seven day shifts would equal seven days vacation, five day shifts would equal five days vacation.
- 3) Members of the department hired prior to August 16, 1988 will be entitled to their accrued vacation at the time of their separation of employment with the Township of Mantua based upon the current schedule at that time.
  - 1) For each unit of vacation the Officer shall be entitled to vacation pay equal to 1/52 of his/her annual salary.
- 4) Vacations shall be approved by seniority by the Chief of Police.
  - 1) Vacations must be posted by April 16th.
  - 2) Vacations not posted by this day are first come first

serve basis and may be denied by the Chief of Police.

- 5) There shall be no carrying forward from year to year of vacation days to which a member of the department is entitled to under this Agreement.
- 6) When because of illness or the necessity that an employee work as a result of an emergency occurring, vacation may be carried forward to the first quarter of the following year, at which time, at the option of the employee, employee may be paid at the rate specified under "Vacation Entitlement", or take the vacation days allowed to him/her therein.

#### ARTICLE IX

#### MEDICAL INSURANCE BENEFITS

- 1) The Township shall provide to members of the Department, New Jersey State Health Benefits Program as now provided or it's equivalent, as agreed to by both parties.
- 2) When an employee retires, after twenty-five (25) years of service in a State administered pension system, the Township will continue to pay for his/her coverage of health insurance at no cost to the employee up to age 65 including the employees' spouse.
- 3) The Township of Mantua also agrees to the provisions of Chapter 88 P.L. adopted in 1988.
  - 1) Resolution R-99-88. If the employee becomes permanently disabled while in the performance of his/her duties or the employee dies while on duty, the Township will continue to pay for the spouses health insurance at no cost to the spouse to age 65.

- 2) Coverage for spouse will cease at re-marriage or coverage under another medical plan.
- 3) Spouse to include minor children through the age of 18 or 23 if full time student.
- 4) If the Officer determines to have coverage other than as provided by the New Jersey State Health Benefits Program, it is understood that such costs cannot exceed the amount the Township pays per month per employee family and there can be no additional cost to the Township for administration of such plan.

#### **ARTICLE X**

#### **PENSION PLAN CONTRIBUTION**

- 1) The Township will make contributions toward the Pension Plans in existence under the Police and Fire Employees Retirement System, according to the formula prevailing as of the date of the execution of this agreement, and upon the terms fixed by statute and the rules and regulations of the Police and Fire Employees Retirement System.

#### **ARTICLE XI**

#### **DISABILITY INSURANCE**

- 1) Provided for and paid by the parties as per State Law.

#### **ARTICLE XII**

#### **ON THE JOB INJURY AND DISABILITY**

- 1) If the Workmen's Compensation carrier determines that the

employee is totally or partially and temporarily disabled resulting from injury received in the line of duty, the Township will make up the difference between the Workmen's Compensation benefits and the regular gross salary (payroll deductions and benefits as usual) until either of the following occur:

- A. The Officer is approved to return to work by the workmen's Compensation carrier's doctor, or
- B. Is classified permanently and totally disabled by the Workmen's Compensation carrier's doctor:

2) The Officer may receive a loan from the Township, without interest if he is applying for disability retirement benefits under the following conditions.

1) Application for disability retirement must be made within ten (10) days after the Workmen's Compensation carrier's doctor classifies the employee as permanently and totally disabled.

2) The employee must execute a written promise to repay the Township the total amount of funds loaned out of the retroactive retirement benefits he receives, or out of his own funds if insufficient retroactive benefits are received to repay the loan.

3) The loan will be paid to the employee each time he would ordinarily receive a paycheck, in the amount estimated to be the same as the amount of disability retirement benefits the employee expects to receive for the same time period, if his disability retirement application is granted or he/she is classified to be permanently and partially disabled by the Workmen's Compensation carrier's doctor.

**ARTICLE XIII**

**OVERTIME**

- 1) All time worked over the normal scheduled shift shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of the employee.
- 2) Overtime calculations shall be consistent with the F.L.S.A. requirements.

**ARTICLE XIV**

**CALL-IN**

- 1) All members of the Police Department, are guaranteed four (4) hours' pay at time and one-half (1 1/2) their regular hourly salary, if such member is called in on a day off or prior to a regularly scheduled shift, and such member may leave the police station when the assignment for which he was called in is completed, even in the event it does not require four (4) hours in order to complete the assignment.

**ARTICLE XV**

**SICK LEAVE**

- 1) All members of the Department shall be entitled to fifteen (15) days sick leave per year of employment, and any unused sick leave may be accumulated from year to year until a total of 365 days of sick leave has been achieved.
- 2) Sick leave accumulated hereunder may only be utilized as paid leave to any member of the Department who is absent

from work through illness or accident, or who is quarantined by a physician because he has been exposed to a contagious disease, and shall be governed by the provision with regard to sick leave contained in the Personnel Policy of the Township Mantua, except that the members of the Department shall be entitled to fifteen (15) sick leave days with pay per year, which shall be cumulative up to 365 days, as apposed to twelve (12) sick leave days with pay per year, which shall cumulative up to 365 days indicated in the Personnel policy.

- 3) All Officers hired prior to January 01, 2002 and after twenty-five (25) years of service if the employee retires or is terminated for lack of work or the employee dies, the Township will buy back the unused sick leave time at the rate of one and one half (1 1/2) days' pay for two (2) days of sick leave.
- 4) All Officers hired after January 01, 2002 and after twenty-five (25) years of service if the employee retires or is terminated for the lack of work or the employee dies, the Township will buy back up to 100 days of unused sick leave at the rate of one and one half (1 1/2) days' pay for two (2) days of sick leave.
  - 1) Payments of money to be made over a four (4) year period at 25% each year.
  - 2) Payments to be made on or about July 1st or each year.
  - 3) In the case of an employees death after 25 years of service the unused sick leave will be paid to their beneficiary at the above rate.
- 5) For purposes of this Agreement retirement shall be defined

as serving twenty-five (25) years in State administered Pension system, retirement by becoming permanently disabled in the performance of duty, or an employee dies while in the performance of his/her duties.

6) Upon notice, during the month of November, on or before November 15, of each year, to the Township CFO, each Officer shall be entitled to "sell back" and receive pay for up to a maximum of seven (7) days of that years sick leave.

1) Pay shall be at seventy five percent (75%) of its value and shall be at the Officers regular straight time pay for eight (8) hours times seventy five percent (75%) for each day.

#### **ARTICLE XVI**

#### **HOLIDAY PAY**

1) All members of the Department shall be entitled to thirteen (13) paid holidays per year.

2) All holiday pay shall be paid on or before the 1st pay in November in the year in which said holidays shall fall, and shall be paid at a rate equal to 1/260th of the Officers annual salary for each holiday.

A) To be paid in a separate check from regular salary check.

B) An Officer who works each eight (8) hour shift which falls on one of the 13 paid holidays will receive 4 hours at one time (1) their hourly rate in their regular salary check.



**ARTICLE XVII**

**PERSONAL DAYS**

- 1) Each member of the Department shall be entitled to four (4) personal days each year of the contractual period, which may be used for any purpose desired by the employee, except that to the extent possible, notice of the intent to take a personal day on a given date would be provided to the Chief of Police at least one (1) week prior to the date desired.
- 2) A personal day may be taken on less notice in the event the Chief of Police agrees to said course of action.
- 3) In the event an Officer does not utilize the personal days granted aforesaid, said personal days shall not be cumulative from year to year, nor shall the Officer receive any pay whatsoever because of the fact that the Officer did not utilize the personal days.

**ARTICLE XVIII**

**COLLEGE CREDITS**

- 1) The Township will pay tuition and books for two (2) college courses per semester to all members of the Department.
  - a. Tuition may be equal to but not greater than that of the Farleigh Dickenson University master's program rate.
  - b. This tuition rate is subject to change to reflect any rate increases/decreases Farleigh Dickenson University may impose.
  - c. Any tuition above that rate offered by Farleigh

Dickenson shall be the responsibility of the Officer. The learning institution proposed by the employee must be approved by the Township Committee prior to Officers enrollment therein.

- 2) Such approval by the Township Committee must be in writing and will not unreasonably be withheld.
- 3) A passing grade must be achieved or the Townships portion of the cost of the tuition, for the failed course, will be refunded to the Township. This will be monitored by the Chief of Police.
- 4) All members of the Department shall receive an additional \$645.00 per year to be included in their base salary for pension purposes, for an Associate Degree in an approved police related field.
- 5) Those who have obtained a Bachelor Degree in an approved police related field shall receive an additional \$1275.00 per year to be included in their base salary for pension purposes, to be paid on a bi-weekly basis.
  - 1) Overtime calculations shall be consistent with F.L.S.A. requirements.
- 6) Additional payments for obtaining an Associate Degree or Bachelor Degree shall be pro-rated from the day of obtaining the degree.

**ARTICLE XIX**

**LONGEVITY**

- 1) All Officers hired before November 1999, are entitled the following longevity payments:
  1. Completion of 5 years but less than 10 years - 3.5%
  2. Completion of 10 years but less than 15 years - 4%
  3. Completion of 15 years but less than 20 years - 4.5%
  4. Completion of 20 years but less than 25 years - 5%
  5. Completion of 25 years of service - 5.5%
  
- 2) All Officers hired after November 1999, are entitled to the following longevity payments:
  - 1) Completion of 5 years but less than 10 years - \$250.00
  - 2) Completion of 10 years but less than 15 years- \$500.00
  - 3) Completion of 15 years but less than 20 years- \$750.00
  - 4) Completion of 20 years but less than 25 years-\$1000.00
  - E) Completion of 25 years - \$1250.00
  
- 3) Payments to be included in base salary for pension purposes, to be paid bi-weekly. Overtime calculations shall be consistent with F.L.S.A.

**ARTICLE XX**

**ONE MAN SHIFT**

- 1) It is agreed that the difficulties surrounding employee working on one- man shifts would not be negotiable, however, the Township acknowledges the problem and represents that it is sensitive to the problem and is desirous of providing a workable solution.

- 2) The representations of the Township on the subject are made without prejudice and without intrusion upon the managerial prerogative.

**ARTICLE XXI**

**DENTAL PLAN**

- 3) All members of the Department will be provided with a dental plan during the term of this Agreement, listed as "Delta Premiere" or services equal to or better than, including, but limited to:
  - 1) 100% Preventive Services - emergency treatment, oral examination, x-rays, teeth cleaning, fluoride treatment for children, space maintainers.
  - 2) 50% Basic Services - laboratory tests, fillings (amalgam, silicate, acrylic), root canal, repair maintenance of bridgework and dentures, periodontal services, extractions and other oral surgery, anesthesia, stainless steel and acrylic crowns.
  - 3) 25% Major Services - gold and porcelain fillings and crowns, installation of bridgework and crowns. \$25.00 deductible \$2000.00.

**ARTICLE XXII**

**WAGES**

| POSITION                  | SALARY        | SALARY        | SALARY        |
|---------------------------|---------------|---------------|---------------|
|                           | January 01/05 | January 01/06 | January 01/07 |
| Sergeant's                | \$64,083.19   | \$66,966.93   | \$70,315.28   |
| Detective                 | \$60,668.35   | \$63,398.42   | \$66,568.34   |
| Corporal                  | \$59,671.77   | \$62,356.99   | \$65,474.84   |
| Ptl.1 <sup>st</sup> class | \$58,763.24   | \$61,407.59   | \$64,477.97   |
| Ptl 2 <sup>nd</sup> class | \$56,448.96   | \$58,989.17   | \$61,938.63   |
| Ptl 3 <sup>rd</sup> class | \$53,756.06   | \$56,175.08   | \$58,983.84   |
| Ptl 4 <sup>th</sup> class | \$50,171.70   | \$52,429.42   | \$55,050.89   |
| Ptl 5 <sup>th</sup> class | \$46,588.67   | \$48,685.16   | \$51,119.42   |
| Ptl 6 <sup>th</sup> class | \$43,222.19   | \$45,167.19   | \$47,425.55   |
| Ptl 7 <sup>th</sup> class | \$35,432.60   | \$37,027.07   | \$38,878.42   |
| Training/Academy          | \$28,000      | \$28,000      | \$28,000      |

**SALARY INCREASES**

- 1) All salaries listed above include salary adjustments.
- 2) All Sergeants shall receive a two (2) thousand dollar salary adjustment on top of their 2005 percentage increase.
- 3) All Sergeants, Corporals, Detectives, Patrolman and Investigators shall receive a salary increase of 3.5% (three and one half percent) above the salary of 2004 in the year 2005.
- 4) In the year 2006, a salary increase of 4.5% (four and one half percent) above the salary of 2005.
- 5) In the year 2007, a salary increase of 5% (five percent) above the salary of 2006.
- 6) All of which will be added prior to the addition of longevity and college degree monies, to be included in base

salary to be paid bi-weekly, retroactive January 1, 2005.

**ARTICLE XXIII**

**SHIFT DIFFERENTIAL**

- 1) Each member shall receive a flat amount of \$850.00 per year, to be included in their base salary for pension and longevity purposes.

**ARTICLE XXIV**

**SCHOOLS, SEMINARS, AND MEETINGS**

- 1) All members of the Department will receive \$10.00 per day for luncheon expense while attending out of County police related schools, seminars or meetings approved by the Township or Chief of Police.
- 2) All Officers will receive \$50.00 per day per diem while attending Police related schools, seminars or meetings, which require an overnight stay and are approved by the Township and Chief of Police.
- 3) The Township will reimburse the employee \$.25 (twenty-five cents) per mile for use of their personal vehicles while traveling to and from schools, seminars and meetings.
  - A) The Officer will also be reimbursed for all tolls incurred while traveling to and from all schools, seminars and meetings for the Police Department.

**ARTICLE XXV**  
**DEATH BENEFITS**

- 1) Life insurance shall be provided by the Township for each member of the Department according to their status as an employee who contributes toward the cost of insurance protection or as an employee who does not contribute toward the costs of insurance protection.
- 2) The representatives of a deceased employee shall receive as life insurance benefits, if the employee was an employee of the township at the time of death, three and one half (3 1/2) times the annual salary of that employee as of the date of death.
- 3) If the Officer is an employee who did not contribute toward the cost of the insurance protection, then the representative of that employee would receive one and one-half (1 1/2) time the annual salary of the Officer at the date of death as life insurance benefits.

**ARTICLE XXVI**  
**FUNERAL LEAVE**

- 1) In case of the death of a Officer of the employee's family, family, time off necessary to arrange for the funeral and attend the service shall be allowed with pay, according to the following schedule:
  - A) Death of spouse, son or daughter, parent of employee = 7 days
  - B) Brother, sister, or parent, brother, sister of spouse, grandchild or relative living under same roof = 3 days

- C) Grandmother, grandfather, brother-in-law, sister-in-law, aunt or uncle = 1 day
- 2) Two additional days may be granted provided funeral is more than 100 miles from Mantua Township Police Station.

**ARTICLE XXVII**

**SCHEDULE OF PAY DAYS**

- 1) All members of the Department shall be paid bi-weekly.
- 2) With the day to be determined by the Governing body.



ARTICLE XVIII

Signatures

- 1) This agreement shall constitute the full and complete understanding of the parties and any changes or modifications to the agreement must be in writing and executed by both parties.
- 2) The terms of this Agreement shall be construed and interpreted under New Jersey Law.
- 3) Should any provision of this Agreement be struck by a court of competent jurisdiction as illegal, unconstitutional or otherwise in violation of public policy all other provisions shall remain in full force and effect.

The Agreement entered into the \_\_\_ day of \_\_\_\_, 2005  
 Shall bind all parties to the terms and conditions set forth therein during the terms of this agreement.

For the Township of Mantua

[Handwritten Signature]

Witness

6/14/05  
Date

For PBA Local # 122

[Handwritten Signature]

Witness

\_\_\_\_\_  
Witness

6-15-05  
Date