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EMPLOYMENT AGREEMENT BETWEEN THE TOWNSHIP OF LAWRENCE
AND NEW JERSEY PBA LOCAL 119

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PREAMBLE - P.B.A. CONTRACT

THIS AGREEMENT made and entered into on this 19th day of June, 1981, by and between the TOWNSHIP OF LAWRENCE, in the County of Mercer, a Municipal Corporation in the State of New Jersey, (hereinafter referred to as the "TOWNSHIP"), and NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL #119, (hereinafter referred to as the "ASSOCIATION") represents the complete and final understanding on all bargainable issues between the TOWNSHIP and the ASSOCIATION and is designed to maintain and promote a harmonious relationship between the TOWNSHIP and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.1

The TOWNSHIP hereby recognizes the ASSOCIATION as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 1.2, herein for the purpose of collective bargaining, settlement of grievances and all activities and processes relative thereto.

Section 1.2

The bargaining unit shall consist of all employees whose titles are set forth in Section 9.1(a) hereafter, of the Department of Public Safety, Division of Police, of the Township of Lawrence, New Jersey now employed or hereafter employed, excluding the Chief of Police, and any confidential employees and all other employees in the Township of Lawrence.

Section 1.3

This Agreement shall govern all wages, hours and all other conditions of employment as hereinafter set forth.

Section 1.4

This Agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 2.1

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Municipal Manager of the TOWNSHIP or his designee or designees, and the Committee of the ASSOCIATION or its designee or designees, shall be the respective bargaining agents for the parties.

Section 2.2

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 2.3

Employees of the TOWNSHIP who may be designated by the ASSOCIATION to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments.

ARTICLE III

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 3.1

(a) The TOWNSHIP agrees to grant the necessary time off without loss of pay to a member of the ASSOCIATION selected as State P.B.A. delegate to attend any State or International Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

(b) The TOWNSHIP further agrees to grant the necessary time off without loss of pay to the member of the Association selected as a State P.B.A. representative in order

to enable said delegate to attend all monthly and special meetings of the State P.B.A. and to attend to such other State P.B.A. business as may be required subject to available manpower and advance approval by the Chief of Police, provided however, said time off does not exceed twelve (12) days per calendar year. An additional eight (8) days may be given each calendar year to the State Delegate if he also holds an elected position on the State level of the New Jersey Policemen's Benevolent Association, subject to available manpower and advance approval by the Chief of Police.

(c) The TOWNSHIP further agrees to allow three (3) alternate delegates from the ASSOCIATION the necessary time off to attend the yearly State P.B.A. Convention without loss of pay, subject to available manpower and advance approval by the Chief of Police. In addition, any Association member elected to the position of an executive officer in the New Jersey State P.B.A. should be allowed one week off with pay during the day shift every three months, during which he would be permitted to work at the State offices in Woodbridge, New Jersey, provided an appropriate letter from the State P.B.A. is sent to the Township prior to each period worked.

(d) Subject to available manpower and advance approval, the Association President and state delegate may be permitted to attend PBA three day mini-conventions created for local PBA presidents and state delegates and to attend negotiation seminars lasting one to two days at various educational institutions. Said advance approval referred to in paragraphs (b), (c) and (d) above shall not be unreasonably withheld. An additional six (6) days shall be given to the President of the Association to attend monthly County and State PBA Section 3.2 meetings.

(a) The ASSOCIATION President or other ASSOCIATION officials shall have reasonable time off during working hours to type letters, make telephone calls and conduct union business without loss of pay. ASSOCIATION officials shall also be permitted to utilize a desk, telephone and typewriter to conduct union business, which shall be located in the locker room area. No personal business is to be conducted while utilizing the aforementioned facilities.

(b) If a grievance, or potential grievance is the subject of such business, employees who are the subject of a grievance or potential grievance shall likewise have reasonable time off without loss of pay during working hours to confer with the President or his authorized representative, upon approval by the shift supervisor.

(c) The TOWNSHIP shall supply the ASSOCIATION with a large bulletin board in the roll-call room in order that union-related newsletters and other materials can be posted for the benefit of the membership. No prior approval for the posting of these union-related announcements shall have to be obtained from the commanding officer.

ARTICLE IV

DISCRIMINATION AND COERCION

Section 4.1

There shall be no discrimination, interference, or coercion by the TOWNSHIP or any of its agents against the employees represented by the ASSOCIATION because of membership or activity in the ASSOCIATION. Neither the TOWNSHIP nor the ASSOCIATION shall discriminate against any employee because of race, creed, color, sex or national origin. The ASSOCIATION shall not intimidate or coerce employees into membership.

ARTICLE V

SICK LEAVE

Section 5.1 - Service Credit for Sick Leave:

(a) All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

(b) Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

Section 5.2 - Amount of Sick Leave:

(a) The minimum sick leave with pay shall accrue to any full time employee on the basis on one (1) working day per month during the remainder of the first calendar year

of employment after initial appointment, and fifteen (15) days in every calendar year thereafter.

(b) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes as defined by Section 5.1 of this Agreement.

Section 5.3 - Reporting of Absence on Sick Leave:

(a) If an employee is absent for reasons that entitle him to sick leave, pursuant to Section 5.1 of this Agreement, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(b) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(c) Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section 5.4 - Verification of Sick Leave:

(a) An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to submit reasonably acceptable medical evidence substantiating the illness.

(b) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods less than five (5) consecutive days, may on demand of the employer, submit reasonably acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring recurring absence of one (1) day or less, in which case only one certificate shall be necessary for a period of six (6) months.

(c) The TOWNSHIP may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances.

Abuse of sick leave requirements under this Agreement may be cause for disciplinary action.

(d) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required upon demand of the employer.

(e) The TOWNSHIP may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the TOWNSHIP, by a physician designated by the TOWNSHIP. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of the other employees. This examination is to be performed by a medical doctor licensed under New Jersey law.

ARTICLE VI

SEVERANCE PAY

Section 6.1

Upon retirement of any employee in accordance with applicable State statutes and Township regulations, said employees shall be entitled to a lump sum cash payment in an amount equal to fifty (50%) percent of his accumulated sick leave, provided however, that said payment shall in no event exceed the sum of TWELVE THOUSAND (\$12,000) DOLLARS.

ARTICLE VII

HOURS OF EMPLOYMENT

Section 7.1

Normal hours of employment shall not exceed forty (40) hours in any one week, nor eight (8) hours in any work day. The time allowed for lunch shall be increased to 45 minutes .

Section 7.2

The official of the TOWNSHIP having charge of the Department of Public Safety, Division of Police, may, in the case of an emergency as defined by the applicable statutes

of the State of New Jersey, summon and keep on duty any and all members of the Division of Police as such emergency shall require. In such event, the official having such authority shall first make a formal declaration of the nature and extent of the emergency and all members of the Department of Public Safety, Division of Police, thus summoned or kept on duty shall be entitled to receive overtime pay as hereinafter set forth for all time worked over the normal hours of employment as above defined. During the aforesaid emergency the Township shall provide meals for employees working during the emergency.

Section 7.3

Whenever a member of the Department of Public Safety, Division of Police, as part of his duties, shall be required to appear before any Grand Jury, or Municipal, County, State, Superior or State Supreme Court, any Federal Court proceeding, or in any other job-related court matter, the time spent shall be considered an assignment to, and performance of his regular duty. Said time shall include all actual time spent away from headquarters, including travel to and return from, as well as actual time in court. This time shall not be less than four (4) hours and shall be included as part of his hours of employment for that pay period. The minimum overtime payment for court appearances shall be no less than a four hour minimum, regardless of the actual amount of time spent in court.

Section 7.4

Whenever a member of the Department of Public Safety, Division of Police, as part of his duties, shall be required to remain after his normal tour of duty in order to complete a report, maintain traffic control at a scene of an emergency or disaster, or in order to complete an investigation or to perform any other duty required by the commanding officer or by the Rules and Regulations of the Department of Public Safety, Division of Police, any such additional time shall, if authorized, ordered or approved by such member's commanding officer, be included as part of his hours of employment for that pay period.

Section 7.5

Whenever a member of the Department of Public Safety, Division of Police, as part of his duties, is summoned to return or report to duty other than for his normal tour of assignment, whether for emergency or otherwise, he shall, except when a continuation of a regular tour of duty, be paid for not less than four (4) hours (or more if he actually works longer) and such time shall be included as part of his hours of employment for that pay period.

ARTICLE VIII

COMPENSATION FOR OVERTIME

Section 8.1

(a) Whenever any member of the Department of Public Safety, Division of Police, other than Lieutenants and Captain, in any work week shall be required, directed, or authorized to work for any period in excess of the normal hours of employment as defined in Article VII, Section 7.1 herein, he shall be paid at the rate of time and one-half (1 1/2) of his regular pay rate. Thus, if an employee is required, directed or authorized to work for more than forty (40) hours in any one (1) week, he shall be paid overtime for such excess time.

(b) For each overtime hour worked by an employee, he shall have the choice of CTO time off or money. If CTO time is selected, it is to be given on day shift and in conjunction with mutually agreed upon date between employee and chief of police.

(c) All employees , shall not be paid overtime as set forth above, but shall, in lieu thereof, be entitled to compensatory time off at the rate of one (1) hour of compensatory time for each one (1) hour overtime worked, and shall be entitled one-half (1/2) of their regular hourly pay for each such overtime hours, to be accrued during the calendar year and paid no later than December 31 of each year.

(d) Compensatory time off scheduling shall be by mutual agreement with the Chief of Police, subject to manpower availability, but in any event said time must be

taken not later than the close of the calendar year next following the year in which the right to such compensatory time accrued.

(e) Unless regularly scheduled to work, if any employee is called into work for any reason on a designated holiday, he shall be paid at a double time rate for all hours worked but in no event should the officer be paid less than for a period of four hours at the double time rate.

Section 8.2

No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized, or approved by his commanding officer, such order, authorization or approval to be recorded and maintained with the records of the Department of Public Safety, Division of Police, on a form to be determined by the Chief of Police and approved by the Municipal Manager of the TOWNSHIP.

Section 8.3

Overtime wages shall be paid at the next immediate two (2) week pay period after such overtime is recorded as provided in Section 8.1(a) and (b) above.

Section 8.4

The method of recording hours of employment and the administration of the records and other data necessary to effectuate the purpose of this Agreement shall be established by the Chief of Police or Municipal Manager of the TOWNSHIP. However, the computation shall be to the nearest one-quarter (1/4) hour.

ARTICLE IX

WAGES

Section 9.1

As of the effective date of this Agreement wages payable to the employees of the Department of Public Safety, Division of Police for Patrolmen, Detectives, Sergeants, Lieutenants, and Captain for normal hours of employment for 1981 will be based on a 8.5% increase above base pay paid in 1980, and shall be as follows:

Patrolmen

January 1, 1981 to
December 31, 1981

Minimum	\$16,383
1st Step*	\$20,165
2nd Step	\$21,187
3rd Step	\$22,206
4th Step	\$23,245
Detectives	\$23,245
Sergeants	\$24,905
Lieutenants	\$26,924
Captain	\$29,138

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W *mf*

ARTICLE X

JOB CLASSIFICATION DIFFERENTIAL

Section 10.1

Any employee who performs work in a higher pay classification than his own for at least four (4) consecutive hours in any work day, shall receive the higher rate of pay for such work for the time that it is performed at the minimum of the new range or to the increment of the new range that is equivalent to the one held in the old range, but in no instance would an employee receive less than his present range.

ARTICLE XI

DUES DEDUCTIONS

Section 11.1

The TOWNSHIP shall upon receipt of written authorization from a member of the ASSOCIATION deduct the regular monthly dues of such member from his pay and remit such deduction by the succeeding month to the official designated by the ASSOCIATION to receive such deductions. The ASSOCIATION will notify the TOWNSHIP in writing of the exact amount of such regular membership dues to be deducted. This authorization shall remain in effect during the life of this Agreement. The ASSOCIATION shall

* After successful completion of each one year's service, an increment step shall automatically be granted to an officer until he reaches the maximum salary for his rank.

indemnify, defend and save the TOWNSHIP harmless against any and all claims, demands, suits or other forms of liability that shall rise out of reliance upon dues deduction authorization forms submitted.

Section 11.2 - Union Security

Pursuant to the new Agency Shop Bill, any employee in the ASSOCIATION on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment with the Unit and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. These provisions shall become effective as of July 1, 1980.

ARTICLE XII

HOLIDAYS AND SNOW DAYS

Section 12.1

(a) The following holidays shall be authorized:

- | | |
|--------------------------|-------------------------------|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Lincoln's Birthday | 9. The day after Thanksgiving |
| 3. Washington's Birthday | 10. Memorial Day |
| 4. Good Friday | 11. Independence Day |
| 5. Columbus Day | 12. Labor Day |
| 6. Veteran's Day | 13. Christmas Day |
| 7. General Election Day | |

(b) All employees of the Department of Public Safety, Division of Police, who do not receive the above holidays off on the designated date, as such, the above listed holidays shall be grouped together and given off as "Holiday Leave" during the summer months each calendar year.

Section 12.2

The TOWNSHIP and the ASSOCIATION agree to recognize as holidays such additional days as shall be designated for all employees of the TOWNSHIP OF LAWRENCE as set forth in the appropriate Ordinance or Resolution adopted by the TOWNSHIP for such purpose and since other Township employees were given off the day after Christmas *

Section 12.3

Employees of the Department of Public Safety, Division of Police shall receive time off in a manner commensurate with other Township employees for snow days.

ARTICLE XIII

FUNERAL LEAVE OF ABSENCE

Section 13.1

(a) In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being defined as the mother, father, grandmother, grandfather, grandchildren, sister, brother, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed three (3) consecutive days for bereavement purposes, including viewing, commencing with the day after the date of death.

(b) Any employee whose wife or child dies is to be given an additional 15 days off before he must report back to duty, which time shall not be deducted from his vacation, sick or personal days.

(e) In the event of the death of a member of an employee's family while said employee is on vacation leave or holiday leave, said employee shall be entitled to funeral * in 1980, police officers who were not given this day off shall be afforded one day off in 1981 to be taken either in cash payment or CTO time.

leave as it is authorized by this Agreement and such leave shall not prejudice an employee(s) vacation rights granted by this Agreement. The employee in mutual agreement with the Chief of Police in such cases shall be required to reschedule his unused vacation time in the same calendar year.

(d) In the event that an officer is killed in the line of duty or from injuries sustained while working, the Township shall pay without delay the sum of \$2,500.00 towards funeral and related expenses to the employees surviving spouse and/or dependents, regardless of the amounts paid for such expenses from other sources. If there is no immediate family, the \$2,500.00 sum shall be paid to the employee's estate.

ARTICLE XIV

PENSIONS

Section 14.1

The TOWNSHIP shall continue to provide contributions to employee's pension fund in accordance with the presently existing practice as may be provided by Law.

ARTICLE XV

VACATIONS

Section 15.1

All employees covered by this Agreement shall earn and be granted paid vacation time as follows:

- | | | |
|-----|---|-----------------------------------|
| (1) | From date of appointment to December 31 of the year of appointment | 1 working day per month |
| (2) | For each succeeding year through the fifth (5th) year of employment | 12 working days per calendar year |
| (3) | From the sixth (6th) year through the tenth (10th) year of employment | 15 working days per calendar year |
| (4) | From the eleventh (11th) year through the fifteenth (15th) year of employment | 20 working days per calendar year |
| (5) | From the sixteenth (16th) year of employment and thereafter. | 25 working days per calendar year |

Section 15.2

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the TOWNSHIP OF LAWRENCE unless the said TOWNSHIP determines that it cannot be taken because of pressure of work. Any unused vacation time may, with the approval of and as scheduled by the Chief of Police, be carried forward into the succeeding year pursuant to Civil Service Rule 4:1 - 17.11. Employees shall be allowed to carry over vacation days up to three months in the succeeding year with a possible extension of an additional three months if extenuating circumstances exist.

Section 15.3

(a) Beginning January 1, 1980, employees of the Department of Public Safety, Division of Police, shall have their "Holiday Leave" and "Vacation Leave" combined in such a way that there will be two (2) distinct three (3) week periods of time off during the calendar year. One (1) three (3) week period will be given off during the designated summer months of each calendar year and one (1) three (3) week period will be given off during the designated winter months of each calendar year. For the calendar year 1981, employees shall have the option of choosing either three weeks in the summer or three weeks in the winter or of taking three vacation periods of two weeks apiece.

(b) Any excess holiday leave or vacation leave will be given off in conjunction with an employee's long weekend during the course of the year, or any other time of the year that is mutually agreeable between said employee and the Chief of Police.

ARTICLE XVI

LONGEVITY PAY

Section 16.1

(a) Each employee covered by this Agreement, shall in addition to his regular wages and benefits, be paid a longevity increment based upon years of service with the TOWNSHIP in accordance with the following schedule:

a.	After the completion of 8 years service	\$ 300.00
b.	After the completion of 12 years service	\$ 600.00
c.	After the completion of 16 years service	\$ 900.00
d.	After the completion of 20 years service	\$1,200.00
e.	After the completion of 24 years service	\$1,500.00
f.	After the completion of 28 years service	\$1,800.00

(b) Each employee shall qualify for the longevity increment January 1 or July 1 nearest to the anniversary date of his employment.

ARTICLE XVII

UNIFORM ALLOWANCE

Section 17.1 - Uniform Officer

Effective January 1, 1981 through December 31, 1981, the TOWNSHIP agrees to pay a uniform purchase and maintenance allowance of SIX HUNDRED (\$600.00) DOLLARS per year thereafter.

Section 17.2 - Non-Uniform Officer

(a) Effective January 1, 1980 through December 31, 1980, the TOWNSHIP agrees to pay a uniform purchase and maintenance allowance in the case of non-uniform employees, Captain and Lieutenants the sum of SIX HUNDRED (\$600.00) DOLLARS per year thereafter. Detectives shall receive the same uniform allowance as patrolmen - \$600.00 per year. All uniform allowance checks are to be issued prior to July of the contractual year.

(b) The officers (employees) referred to in this Section 17.2 (a) above shall not be required to carry a full complement of uniforms. Should any employee be placed back into the uniform section of the Division of Police, then the TOWNSHIP agrees to purchase his uniform quota up to department requirements, and the TOWNSHIP agrees to adjust said employees clothing allowance accordingly.

Section 17.3

The administrative records and procedures to be established by the Municipal Manager by administrative order. Said uniform allowances are to pay for all cleaning, purchasing and maintenance of uniforms for each employee so covered. Effective January 1, 1981, the possession of a dress uniform is no longer required.

ARTICLE XVIII

HOSPITAL AND MEDICAL INSURANCE

Section 18.1

(a) The TOWNSHIP agrees to provide each employee covered by this Agreement with coverage at least equal to that offered by Blue Cross-Blue Shield to all other Township employees.

(b) The TOWNSHIP reserves the right to change insurance carriers with respect to the aforesaid insurance, provided that the insurance will at least equal that provided under the aforesaid Blue Cross-Blue Shield Series.

Section 18.2

The TOWNSHIP will continue to provide a drug prescription plan for each employee and his family as presently provided; the cost of which shall not be diminished.

Section 18.3

The TOWNSHIP agrees to maintain all other insurance benefits, including but not limited to Major Medical insurance protection which is presently in effect.

Section 18.4 - Physical or Eye Examination

(a) The TOWNSHIP agrees to provide a physical examination or an eye examination for each employee covered by this Agreement in an amount not to exceed One Hundred (\$100) Dollars per employee. * Effective January 1, 1981 the amount allocated for the aforesaid examination shall be \$100.00, which \$100.00 may be used to pay the cost of eyeglasses or contact lenses.

(b) It will be the option of the employee to choose either/or (but not both unless ordered or directed by the TOWNSHIP) a physical examination or eye examination during any one (1) calendar year.

(c) Procedures and costs concerning said examination(s) to be promulgated by the TOWNSHIP including the selection of the physicians.

(d) The results of the aforesaid examination shall be retained in the physician's office, only, and shall not be released without the consent of the officer and for good cause.

* Payment for this examination shall not be made in 1981 and shall commence only in 1982 and each succeeding year.

(e) Said physicians for the above-listed examination(s) in (a) above, shall be, a medical doctor and ophthalmologist both duly licensed in accordance with New Jersey State Laws.

Section 18.5 - Dental

The TOWNSHIP shall provide a dental program for the benefit of each employee and his family (at his option), the cost of which shall be shared equally between the TOWNSHIP and the employee. The particular plan selected shall be approved by the parties to this Agreement.

ARTICLE XIX

RETIRED BENEFITS

Section 19.1

The TOWNSHIP shall provide full medical, drug and dental plans as set forth in this Agreement, Article XVIII, to all retired employees commencing from the year of retirement for members leaving the department up to a maximum of ten years.

ARTICLE XX

COLLEGE INCENTIVE COMPENSATION

Section 20.1

(a) Each employee of the Department of Public Safety, Division of Police, who is or has been awarded an Associates Degree in police science or law enforcement or who has completed two (2) years of a four (4) year program towards a Bachelors Degree in said areas, shall receive in addition to all other sums set forth in this Agreement, an additional FIVE HUNDRED (\$500.00) DOLLARS.

(b) Each employee of the Department of Public Safety, Division of Police, who has or does receive a Bachelors Degree in police science or law enforcement, shall receive a

Handwritten initials and signatures in the bottom right corner, including "EG", "LW", and "mf".

total sum of ONE THOUSAND (\$1,000.00) DOLLARS for such degree.

(c) All payments set forth above shall be paid on or about October 1st of the year paid.

E.G.
R.W.
M.J.

ARTICLE XXI
GRIEVANCE PROCEDURE

Section 21.1

In the event that any difference or dispute should arise between the TOWNSHIP and the ASSOCIATION, or its members employed by the TOWNSHIP over the application and interpretation of the terms of this Agreement or any action of the Department of Public Safety, Division of Police affecting a term and condition of employment (including, but not limited to, the disciplining or discharge of employee), an earnest effort shall be made to settle such differences immediately.

The following procedure shall be followed:

Step #1

The matter first shall be discussed orally with the employee's immediate supervisor and the ASSOCIATION representative within ten (10) days after the grievance has occurred exclusive of Saturday and Sunday.

Step #2

If within five (5) days after the date of the presentation of a written grievance, exclusive of Saturday and Sunday, and if the grievance is not resolved with the employee's immediate supervisor, it shall be presented in writing to the ASSOCIATION representative and the Chief of Police. The Police Chief or his designee(s) shall arrange for such meetings and make such investigation(s) as is/are necessary and give his answer to the grievance in writing within five (5) days after the submission of the grievance to the ASSOCIATION Grievance Committee, exclusive of Saturday and Sunday.

Step #3

If the grievance is not resolved at Steps #1 and #2 the ASSOCIATION shall present the grievance in writing to the TOWNSHIP Manager or his designee(s) within five (5) days after the decision of the Chief of Police, exclusive of Saturday and Sunday. This presentation shall set out the position of the ASSOCIATION. The TOWNSHIP Manager shall answer the grievance in writing within ten (10) days after the receipt of the grievance, exclusive of Saturday and Sunday, setting forth the position of the TOWNSHIP.

Step #4

If the grievance is not settled to the satisfaction of both parties, either party to this Agreement may submit the grievance to binding arbitration within ten (10) days after the decision of the TOWNSHIP Manager, exclusive of Saturday and Sunday, in accordance with the procedures established by the New Jersey Public Employment Relations Commission.

Section 21.2

If the parties of the Agreement reach a mutual agreement, the grievance procedure may be accelerated, i.e., steps can be skipped and time periods reduced by mutual agreement. Moreover, in grievances involving appeals of decisions rendered by the Chief of Police in matters of discipline relating to employees covered by this Agreement, the parties agree that all such grievances will automatically begin at Step #3 (Township Manager), thereby skipping Steps #1 and #2 of the Grievance Procedure in such cases.

Section 21.3

Nothing herein shall prevent any employee from processing his grievance, provided the Grievance Committee may be present.

Section 21.4

Nothing herein contained shall limit the rights of the employee(s) under existing statutes or rules of New Jersey law or the TOWNSHIP OF LAWRENCE.

Section 21.5

No settlement of a grievance under any or all of the provisions of this Article, shall contravene the provisions of the Agreement.

Section 21.6

The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion. The decision of the Arbitrator shall be final and binding.

Section 21.7 - Township Grievances:

Grievances initiated by the TOWNSHIP OF LAWRENCE shall be filed directly with the ASSOCIATION within ten (10) calendar days after the event giving rise to the grievance has occurred, exclusive of Saturday and Sunday. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the TOWNSHIP OF LAWRENCE and the ASSOCIATION and its attorney, in an earnest effort to adjust the differences between the parties.

Section 21.8

If a grievance initiated is not resolved at any of the listed steps above and has to be submitted to binding arbitration; such Arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The costs for such Arbitrator shall be borne by the losing side if an award is written by the arbitrator. If the Township and the Association cannot agree on which side lost, they shall select a mutually acceptable individual to decide this issue.

ARTICLE XXII

STRIKES AND OTHER JOB ACTION

Section 22.1

The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the TOWNSHIP OF LAWRENCE, and employees agree to be bound by all such laws, as they now exist, or as they may be modified or amended, from time to time.

ARTICLE XXIII
TOURS OF DUTY

Section 23.1

(a) The normal tours of duty shall continue as they are currently in effect with bi-monthly reporting times, based on odd and even reporting times, accordingly assigned by the Chief of Police on the posted employee work schedule. Odd shift (7-3, 3-11, 11-7) and the even shift (8-4, 4-12, 12-8). Detectives will not be governed by the above reporting times due to work pressure or job assignment.

(b) The assignment of employees to the schedules developed by the Chief of Police or his representative(s), is recognized to be the prerogative of the Chief of Police or his representative(s).

(c) Under normal working conditions, an employee will be notified three (3) days before any change in his work schedule if it is other than the original rotations listed on the Chief of Police's yearly posted work schedule. Should there be any change in the shift of an officer, he shall be paid four hours overtime if he is asked to come in early, and shall be paid at the overtime rate for each hour worked beyond when his previously scheduled tour of duty would have terminated.

(d) The employee(s) understand that this notification will not be necessary in situations which arise from time to time that are covered in the Agreement under Article VII, Section 7.2 and Section 7.4.

ARTICLE XXIV
MANAGEMENT OF TOWNSHIP AFFAIRS

Section 24.1

The TOWNSHIP OF LAWRENCE 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 not limiting the generality of

the foregoing, the following rights:

- (a) The executive management and administrative control of the Lawrence Township government, its properties and facilities and the activities of its employees.
- (b) To hire all employees and, subject to 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 actions for good and just cause according to law.

Section 24.2

The exercise of the foregoing powers, rights, authority, duties, or responsibilities, of the TOWNSHIP OF LAWRENCE, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of Lawrence Township.

Section 24.3

Nothing contained herein shall be construed to deny or restrict any party of its rights, responsibilities and authority under N.J.S.A. 40 and N.J.S.A. 11 or any other Federal, State, County or local laws or ordinances.

ARTICLE XXV

APPLICABLE LAWS

Section 25.1

The provisions of the Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State, County, local laws and ordinances or any properly enacted amendments, additions, or deletions thereto, except as specifically

permitted thereby. If any provisions of this Agreement shall be judged invalid either by Court decree or by decision of an administrative tribunal, such adjudications shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.

ARTICLE XXVI

PERSONAL DAYS

Section 26.1

Personal days shall be taken off during any shift and without specific cause or reason, provided an employee gives at least 72 hours notice to the Chief of Police prior to taking off that day.

(a) No personal days will be granted to an employee before or after a scheduled vacation leave or holiday leave period.

(b) Any employee who has not taken any of the three (3) personal days off allowed to him shall be compensated for such unused personal days, at the end of each calendar year, at straight time pay rates.

ARTICLE XXVII

FALSE ARREST INSURANCE

Section 27.1

(a) The TOWNSHIP shall purchase and maintain insurance coverage on behalf of each employee of the Department of Public Safety, Division of Police, against any expenses incurred in any proceeding and any liabilities asserted against said employees in their capacities as members of the Police Department of the Township of Lawrence, County of Mercer, State of New Jersey.

(b) Such insurance coverage shall include protection and indemnification concerning claims or actions in the nature of "false arrest" or malfeasance against said employee. Additionally such insurance coverage shall include protection from and indemnification of any damages of a punitive nature sought and/or awarded against said employee(s). This insurance contract coverage shall be approved by the TOWNSHIP and

the ASSOCIATION.

(c) In the event of failure to obtain such liability insurance coverage either because of cost, or any other reason, the TOWNSHIP hereby agrees to save harmless every employee from any claim made against him or her seeking to impose personal liability as aforementioned in sub-paragraphs (a) and (b) above, which shall include all costs and attorney's fees. The TOWNSHIP shall in such event be empowered to select the attorney to conduct such defense arising because of any such claim.

ARTICLE XXVIII

PROPERTY DAMAGE

Section 28.1

Any damage to an employee's uniform, clothing or other personal possessions, including his automobile, incurred in the line of duty shall be compensated for by the TOWNSHIP. Uniform clothing and personal items damaged while in the performance of duty shall be replaced on an item for item basis at current replacement costs. The TOWNSHIP is to supply officers with a vehicle in which to go to court appearances, schooling ^{and} /in-service training. If an employee chooses to use his own auto, the TOWNSHIP is to compensate said employee at the rate of 18¢ per mile for both coming and going each day. The TOWNSHIP is to cover the employee and his auto under Township insurance policy for damages sustained, either in an accident or otherwise, if said damages are not the fault of the employee.

ARTICLE XXIX

FUNERAL DETAILS

Section 29.1

The TOWNSHIP shall permit the formulation of a police funeral detail of four to five men to utilize a marked TOWNSHIP vehicle to represent the TOWNSHIP at funerals of police officers killed in the line of duty within the Tri-State area.

ARTICLE XXX

WORKMAN'S COMPENSATION INSURANCE COVERAGE

Section 30.1

With respect to the concept of "quasi-duty", arrangements shall be made by the

TOWNSHIP with the various employers and their workman's compensation carriers to provide coverage for employees who work these extra duty assignments, as long as such duties are previously cleared by the office of the Chief of Police.

ARTICLE XXXI

BILL OF RIGHTS

Section 31.1

The attached Bill of Rights shall become part of the contract between the ASSOCIATION and the TOWNSHIP.

ARTICLE XXXII

RADIOS AND TELEVISION SETS

Section 32.1

All future police vehicles will be supplied with AM/FM radios and the ASSOCIATION shall be permitted, at its own expense, to install and maintain an AM/FM radio and television set at the communications desk. Use of the aforesaid items shall be subject to the approval of the shift supervisor whose approval shall not be unreasonably denied.

ARTICLE XXXIII

ON CALL POLICIES

Section 33.1

The "on call" policy for superiors shall be eliminated and a new policy to be prepared and posted.

ARTICLE XXXIV

STAND-BY STATUS IN CRIMINAL CASES

Section 34.1

If an employee is called upon by the department or the courts to be on Stand-By or Alert status with regard to a criminal matter, he is to be compensated in CTO time (based on 25% of his regular hourly rate) for any time spent on said Stand-By or Alert status.

ARTICLE XXXV

SAFETY COMMITTEE

Section 35.1

A standing safety committee shall be formed with representatives from the patrol officers, the police administration and the Township administration which shall confer regularly in the areas of modifications of rules and regulations maintaining safe equipment and working conditions. Members of the Association may make recommendations with regard to the aforementioned areas prior to formal adoption. Any changes effectuated by said committee shall be made known to the Association as soon as practicable.

ARTICLE XXXVI

DURATION OF AGREEMENT

Section 36.1

(a) This agreement shall be effective from January 1, 1981 and shall continue in full force and effect until December 31, 1981 and shall be deemed a continuing agreement, automatically renewing itself from year to year thereafter except that either party shall have the right to renegotiation by written notice to the other at least sixty (60) days prior to October 1st, in the calendar year of the expiration of this Agreement, of a desire to change, modify or terminate this Agreement.

(b) The parties agree that they will enter into negotiations on or about said October 1st, and will continue such negotiations in good faith until a renewal of the within agreement, together with all agreed upon modifications, has been arrived at by agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at
Lawrence Township, New Jersey on this 19th day of June, 1981.

ATTEST:

Kathleen S. Potts

LAWRENCE TOWNSHIP, MERCER COUNTY

By: [Signature]
Municipal Manager

NEW JERSEY POLICEMEN'S BENEVOLENT
ASSOCIATION, INC., LOCAL NO. 119

By: Edward Conroy
President, Local #119

ATTEST:

Kathleen S. Potts

By: [Signature]
Vice President, Local #119

By: [Signature]
State Delegate, Local #119

BILL OF RIGHTS

In order to safeguard fundamental rights for law enforcement officers employed by the Township of Lawrence, it is agreed that:

1. Except when on duty or acting in his official capacity as a law enforcement officer, no law enforcement officer shall be prohibited from engaging in political activity, provided his position as a law enforcement officer is not used in any way, whether directly or indirectly, while engaging in said political activities. As employed herein, the term "law enforcement officer" shall mean any member of the Lawrence Township Police Department whose primary duties and responsibilities are the enforcement of the laws and regulations of the State of New Jersey and the protection of the life, peace and property of its citizens; and is empowered by State statute to act for the arrest, detention and conviction of persons violating the laws. It is understood that a police officer will not engage in any political activity which requires a signature or donation or any other action which would indicate compliance with the officers request in the municipality in which he is employed, nor shall he engage in any political activity or hold any public office which would violate the statutory or common law of New Jersey.

2. Whenever a law enforcement officer has received notice that he is under formal investigation after receipt of a filed complaint, which complaint shall be in the form of the notification of complaint attached hereto, for alleged malfeasance, misfeasance, nonfeasance of official duty, with a view to possible disciplinary action, demotion, dismissal, or criminal charges, the following minimum standards shall apply:

a. Any formal interrogation of a law enforcement officer, whether as a subject of the investigation or as a witness, shall take place at the location designated by the investigatory officer, except it shall not be conducted at the law enforcement officer's home unless the home is specifically involved in the complaint, and preferably when the employee is on duty. A member of the Division shall be compensated for lost time accruing

from investigations in accordance with existing Division Policy. The questioning of an officer shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward. The questioning shall be of a reasonable duration and rest periods allowed. Time shall be provided for personal necessities, meals, and telephone calls as are reasonably necessary. The law enforcement officer shall be entitled to the presence of his counsel or any other one person of his choice at any interrogation in connection with the investigation.

b. The law enforcement officer being investigated shall be informed at the commencement of any interrogation of the nature of the investigation, including whether the officer is a target of the investigation, if known, the statute rule or regulation allegedly violated, if known, the names and addresses of any complainants, and the identity and the authority of those conducting the investigation. This shall not preclude the employer from subsequently modifying, amending or changing the statute, rule or regulation under which the charges are brought. Also at the commencement of any interrogation of such officer in connection with any such investigation the officer shall be informed of the identity of all persons present during such interrogation. All questions asked in any such interrogation, whenever practicable, shall be asked by or through a single interrogator.

c. No formal hearing by means of which a law enforcement officer may be disciplined or penalized may be brought except upon charges signed by the persons making those charges.

d. The interrogation of the employee concerned shall be recorded mechanically or by written form. "Off the record" questions shall not be permitted. Any recesses called during the interrogation shall be recorded.

e. If an officer is placed under arrest or is likely to be placed under arrest for a criminal offense, he shall be afforded all constitutional rights and, in addition, he shall be given the following warning prior to the commencement of any interrogation:

"I am advising you that you are being questioned as part of an official investigation of the Police Division. You will be asked questions specifically directed and narrowly related to the performance of your official duties. You are entitled to all the rights and privileges guaranteed by the laws of the State of New Jersey, the Constitution of this State and the Constitution of the United States, including the right not to be compelled to incriminate yourself and the right to have legal counsel present at each and every stage of this investigation.

"I further advise you that if you refuse to testify or to answer questions relating to the performance of your official duties, you will be subject to Departmental charges which could result in your dismissal from the Police Division. If you do answer questions, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However these statements may be used against you in relation to subsequent Departmental charges."

f. It is understood that the provisions of paragraph two above shall not preclude initial or preliminary inquiries by the employer and shall only apply upon the commencement of a formal investigation or the filing of a complaint.

3. All investigations against law enforcement officers shall be conducted expeditiously. At least every two months after the commencement of such investigation, as determined by the date that the notification of complaint is served upon the officer, the officer, if he so requests, is to be informed of the status of the pending investigation. If charges are to be brought against the officer, they should be brought as promptly as possible to ensure that no unnecessary delay occurs which might prejudice the officer's defense and unless unusual circumstances exist, no officer should be prosecuted by the department for the alleged infraction of any rule if more than 90 days transpire between the date the Chief or appropriate superior officer had knowledge or should reasonably have

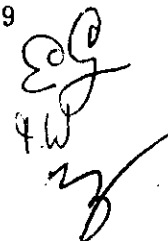
had knowledge of the alleged infraction by virtue of information that is normally transmitted to him by routine administrative processes and the service of the preliminary notice of disciplinary action.

4. There shall be removed from an officer's personnel file all papers, files, reports, notes and copies thereof relating to an investigation of a police officer when the investigation does not result in any disciplinary action or when the officer is exonerated. These items, if retained, shall be maintained separate and apart from the personnel file. The officer may on proper notice inspect these materials at the discretion of the Chief of Police.

5. No law enforcement officer shall be required to disclose, for the purpose of promotion or assignment, any information concerning his property, income, assets, debts or expenditures or those of any member of such officer's household, except where such information relates directly to the officer's assignment or duties. No officer shall be required to take any lie detector or other test designed to determine the truthfulness of any statement as part of any investigation or as a condition of employment.

6. There shall be no penalty nor threat of any penalty for the exercise by a law enforcement officer of his rights under this Bill of Rights.

<u>Patrolmen</u>	<u>Step</u>	<u>Salary</u>	<u>Anniversary Date</u>
P. Dalle Pазze	2	\$21,187	July 3, 1978
D. Drummond	3	\$22,206	December 26, 1977
E. Gerasimowicz	3	\$22,206	April 4, 1977
R. Janoski	2	\$21,187	July 3, 1978
J. Lippincott	2	\$21,187	July 3, 1978
J. McCormick	3	\$22,206	April 4, 1977
W. Nester	3	\$22,206	April 4, 1977
S. Pastorella	1	\$20,165	July 2, 1979
K. Reading	2	\$21,187	July 3, 1978
D. Smith	3	\$22,206	April 4, 1977
A. Williams	1	\$20,165	July 2, 1979



 EG
 F.W
 [Signature]