

Contract no. 881

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.
LOCAL NO. 285

OFFICE OF THE TOWNSHIP CLERK
VERNON, NEW JERSEY

A G R E E M E N T

Between

THE TOWNSHIP OF VERNON

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.,
LOCAL NO. 285

January 1, 1991 through December 31, 1992

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PREAMBLE

A. THIS AGREEMENT is entered into this _____ day of _____, 1991, by and between the TOWNSHIP OF VERNON, in the County of Sussex, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the Employer), and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 285 (hereinafter called the Association).

B. The Employer recognizes the Association as the exclusive majority representative for all ranks below that of Chief of Police in the Police Department of the Township of Vernon, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.

ARTICLE I

DEFINITION

A. The term of "Police Officer", "member" and/or "Employee" as used herein shall be defined to include the plural as well as the singular and refers throughout to the sworn, regular Police Officers employed by the Township of Vernon.

B. The term of "Employer" and/or "Township" as used herein shall be defined as the Township of Vernon, a municipal corporation of the State of New Jersey.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township of Vernon 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 following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its Employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To use improved methods and equipment to decide the number of Employees needed for special assignments and to be in sole charge of the quality and quantity of the work required.

3. To hire all Employees, to promote, transfer, assign or retain Employees in positions within the Township, in accordance with New Jersey Department of Personnel (formerly Civil Service) Rules and Regulations.

4. To suspend, demote, discharge or take any other appropriate disciplinary action against any Employee for good and just cause according to law and New Jersey Department of Personnel

Rules and Regulations.

5. To layoff Employees in the event of lack of funds.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any other national or State law.

ARTICLE III

EMPLOYEE RIGHTS

A. The Township will encourage the full security of all individual rights and privileges of its Employees as citizens in a democratic society consistent with their duties and responsibilities as Employees of the Township.

B. The Township shall grant a leave from duty with pay for up to three (3) days per month to the State Delegate of the PBA or his Alternate to attend State, County or Local Association meetings. The State Delegate shall submit written notification to the Chief of Police no less than one (1) calendar week prior to said absence from duty. The Alternate delegate shall be designated in advance.

C. The Employer agrees to grant time off without any loss of regular pay or compensatory time not to exceed one (1) calendar week to any Employee designated by the PBA to attend the annual State Convention. No more than three (3) Employees, consisting of one (1) delegate and two (2) alternate delegates, shall be granted off at any one time.

D. During collective negotiations, authorized PBA

representatives, not to exceed four (4) shall be excused from their normal work duties to participate in any collective negotiation session mutually scheduled by the parties and shall suffer no loss of regular pay or compensatory time.

ARTICLE IV

GRIEVANCE PROCEDURE

A. PURPOSE

1. 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 of Police Officers.

2. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate representative of the Employer provided, however, that the Employer furnishes the PBA with prior written notice of any such discussions.

3. Nothing herein shall be construed as limiting the right of any Employee having a grievance to pursue his own grievance apart from the PBA and its grievance committee.

B. DEFINITIONS

1. The term "grievance" as used herein means any dispute or controversy arising over any matter which affects the arbitrable terms and conditions of employment of Police Officers, and may be raised by the PBA through its Grievance Committee on behalf of an individual Employee or group of Employees, or the Employer.

2. The term "party" as said herein means the PBA or the Township of Vernon, and is not intended to include an individual Employee or group of Employees.

3. Work days shall be defined as Monday through Friday.

C. STEPS OF THE GRIEVANCE PROCEDURE

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

- (A) An aggrieved Employee, or the PBA on behalf of the aggrieved Employee or Employees, or the Township, shall institute action under the provisions hereof, within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved Employee and his Division Commander (Lieutenant) for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.
- (B) The Division Commander (Lieutenant) shall render a decision within five (5) working days after receipt of the grievance.
- (C) In the event the actions, orders, or directives of the Division Commander (Lieutenant) are the reason for the grievance, then the grievance shall immediately proceed the STEP TWO, paragraphs (A) and (B). The Chief of Police has the authority to determine if bypassing STEP ONE is appropriate, and shall refer the grievance back to STEP ONE for action if he feels it is appropriate to do so.

STEP TWO

- (A) In the event a satisfactory settlement has not been reached, the Employee or the PBA shall, in writing and signed, file his grievance with the Chief of Police within five (5) working days following the determination at STEP ONE.
- (B) The Chief of Police shall render a written decision within seven (7) working days from the receipt of the grievance

STEP THREE

- (A) In the event the grievance has not been resolved in or at STEP TWO, the PBA shall, in writing and signed, file the grievance with the Township Administrator within five (5) working days following the determination at STEP TWO.
- (B) The Township Administrator shall render a written decision within fifteen (15) working days from the receipt of the grievance.

STEP FOUR

- (A) In the event the grievance has not been resolved in or at STEP THREE, the PBA shall, in writing and signed, file the grievance with the Employer's Police Committee within five (5) working days following the determination at STEP THREE. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's Police Committee shall give the PBA the opportunity to be heard.
- (B) The Employer's Police Committee shall render a written decision within fifteen (15) working days from the receipt of the grievance.

STEP FIVE

- (A) In the event the grievance has not been resolved in or at STEP FOUR, the matter may be referred to arbitration as herein after provided
- (B) In the event that the Employer or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:
 - 1. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) working days following receipt of the Township Committee's determination.
 - 2. The party demanding arbitration shall request the Public Employment Relations Commission to appoint an Arbitrator. The selection of the Arbitrator shall be conducted in accordance with the Rules and Regulations of the Public Employment Relations Commission.

3. The costs of the services of the Arbitrator shall be borne equally by the Employer and the Association.

4. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.

5. The decision of the Arbitrator shall be final and binding upon the Employer and the Association.

6. 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.

- (D) A failure to respond at any STEP in this procedure by the Employer or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next STEP.
- (E) Upon prior notice to the Chief of Police, 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 Vernon, or require the recall of off-duty Employees.

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ARTICLE V

BENEFITS

A. The Township shall provide hospitalization insurance coverage, dental insurance coverage, major medical insurance coverage, false arrest and liability insurance coverage in effect as of the signing of this Agreement, or its equivalent.

B. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided. The Township agrees to give two (2) week notice of such change whenever practicable, but in no event shall the notification be less than one (1) week.

C. The Township agrees to provide life insurance in the minimum amount of Ten Thousand (\$10,000.00) Dollars.

D. Except as modified by this Agreement, all rights, privileges or benefits which are applicable to Employees prior to the execution of this Agreement, shall remain in full force and effect during the term of this Agreement.

E. Effective January 1, 1988, any Employee who retires within the meaning of the Police and Fire Retirement System shall be

entitled to receive paid health benefits after retirement with coverage equal to that of an active duty Employee, or monetary reimbursement to purchase said coverage.

F. TEMPORARY DISABILITY INSURANCE BENEFITS (Effective Jan. 1, 1991)

1. Temporary Disability Insurance Benefits provided by the Township of Vernon are equal to the Temporary Disability Insurance Benefits Law of the State of New Jersey and are granted through contractual agreements.

2. An employee who is absent because of illness or non-work related injury, must use all accumulated and earned sick days before applying for Temporary Disability. Once these sick days are used, the employee must wait seven (7) days until Temporary Disability payments begin. The rate of sixty per cent (60%) of base salary, up to a maximum of \$272.00 a week, will be paid to the employee through 26 weeks or end of disability, whichever comes first. At such time, he/she will receive a final Temporary Disability pay of the seven (7) holding days.

3. Medical Certificates, completed by his/her physician, must be provided by the employee to the Township of Vernon Personnel Office.

4. Before an employee may return to work, he/she must provide a written release from his/her physician.

5. This benefit shall be provided to the employee(s) at no premium cost.

ARTICLE VI

OFF-DUTY POLICE ACTION

A. Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the force on his time off, while in the State of New Jersey, which would have been taken by an Officer if present or available, shall be considered as Police action, and the Employee shall have all of the rights and benefits concerning such action as if he were on active duty.

B. Recognizing that the Employer and its residents benefit from the additional protection afforded them by off-duty Police Officers, and further recognizing the weighty responsibility and hazards confronting each off-duty Police Officer, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One (\$1.00) Dollar per year which shall be considered as part of the base annual wage.

ARTICLE VII

LONGEVITY

A. There shall be added to and made a part of the remuneration of all Employees covered under this Agreement an amount equal to a certain percent of the salaries and wages fixed for each said person based upon the completion of a certain number of years of service in and for the Township as follows:

<u>Years Cumulative Service</u>	<u>Effective 01/01/89</u>	<u>Effective 01/01/90</u>
5	2%	3%
10	3%	4%
15	4%	5%
20	5%	6%
25	6%	7%

B. Such additional compensation shall be paid notwithstanding the maximum salaries or wages provided in Article XVII of this Agreement, and shall be included in the base salary of each member for Pension purposes only.

C. Such longevity pay shall be based on the earnings of the normal work week, and longevity pay shall not be added to overtime remuneration.

ARTICEL VIII

CLOTHING AND EQUIPMENT

A. The Township shall provide each Employee with the necessary uniform and equipment, and shall pay for any changes of, or additions to the official uniform for each Employee. The basic uniform shall include body armor, as designated by the Chief of Police.

B. All replacements for an official uniform change shall be made item for item based upon what the Officer has at the time of the change.

C. Effective January 1, 1991, the clothing and equipment allowance shall be Seven Hundred Fifty (\$750.00) Dollars, payable in two (2) semiannual installments. Effective January 1, 1992, the clothing and equipment allowance shall be Seven Hundred Fifty (\$750.00) Dollars, payable in two (2) semiannual installments. This allowance shall not be included in determining the base pay, nor be added thereto.

D. In addition to the allowance specified in Paragraph C above, the Township shall replace any Officer's clothing or equipment which is destroyed or damaged beyond repair in the performance of his duties as a Police Officer.

ARTICLE IX

HOLIDAYS

A. All Employees shall receive credit for a day off for the following fourteen (14) holidays, although they may be required to work on the holiday itself because of shift duties: --

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Easter Sunday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veteran's Day
12. Thanksgiving Day
13. Day After Thanksgiving
14. Christmas Day

B. If an Employee is scheduled to work on a holiday, or if the holiday falls on the Employee's regularly scheduled day off or during his vacation period, the Employee shall be entitled to take a compensatory day off, at the Employee's discretion, with the approval of the Chief of Police. All compensatory days off must be taken prior to the end of the calendar year.

C. At the Employee's option, holiday pay may be taken for all holidays not taken at the regular pay rate. This option may be exercised during the month of June and/or December.

ARTICLE X

HOURS OF WORK

A. Hours of work are established by the Chief of Police and shall consist of a forty (40) hour week, eight (8) hours each day.

ARTICLE XI

OVERTIME

A. Overtime shall be paid for all work performed in excess of the standard tour of duty at the rate of one and one-half (1½) times the computed hourly rate. Permanent full-time Employees shall not be paid overtime until said Employee shall have worked the standard tour of duty.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance whenever possible by the Chief of Police, or his authorized representative. The reasons for the granting of overtime shall be noted on the time report and certified by the Chief of Police.

C. Whenever an Employee is required to appear in Court within the Township of Vernon on the Employee's off-duty time, such Employee shall be credited with a minimum of two (2) hours overtime. If an Officer is required to perform Police duties not related to the Court appearance within the Township of Vernon, he/she will fall under the guidelines of Article XII. When such Court appearance is required outside of the Township of Vernon, said Employee shall be credited with a minimum of three (3) hours overtime.

ARTICLE XII

CALL BACK

A. Employees are on call twenty-four^s (24) hours a day (exceptions: sick leave or vacations). In the event of a call back to duty for an emergency, school crossing, breathalyzer operation or similar duty, such Employee shall be credited with a minimum of three (3) hours overtime provided such call back is not contiguous with the Employee's regular work shift.

B. The Employer reserves the right to retain the Employee for the minimum time period.

ARTICLE XIII

SICK LEAVE

A. From time of employment, each Employee shall be entitled to one (1) day per month until the calendar year January 1. After one (1) year, each Employee shall be entitled to fifteen (15) days plus the time accrued before the first calendar year. Each Employee shall be entitled to fifteen (15) days of sick leave for every year of employment thereafter. There is no limit to the amount of sick leave that may be accumulated.

B. Sick leave can be utilized for the following reasons: personal illness, accident, exposure to contagious disease or for brief periods due to serious illness in the family.

C. Employees requesting sick leave must report their illness to their supervisor before their scheduled starting time. Failure to do so may result in denial of leave day or disciplinary action. Absence for five (5) consecutive days without notice shall constitute a resignation.

D. Absence on sick leave for three (3) or more days requires a doctor's certificate.

E. Employees absent nine (9) or more days in one (1) calendar year, consisting of periods of less than three (3) days, shall submit medical evidence for additional sick leave.

F. Unauthorized absence is reason for disciplinary action.

G. In the event of serious illness or accident, the appointing authority may require a doctor's certificate indicating recovery.

H. A maximum of one (1) year's sick leave shall be granted if warranted for injury or illness sustained as a result of an Employee's action in the line of duty as a Police Officer, providing that the Employee files for Worker's Compensation in accordance with the law. When an Employee is receiving Worker's Compensation Insurance payments, the Township will supplement such payments so that the Employee will continue to receive his/her regular base salary. Such sick leave resulting from line of duty injury or illness shall not be considered as part of the regular sick leave accrued as above, nor shall it be deducted therefrom. Additional leave may be granted upon administrative review.

I. Sick leave shall not be interpreted as including an extended period where the Employee serves as a nurse or housekeeper

during a protracted period of illness of a member of the family.

J. In all cases of reported illness or disability suffered by an Employee, or a member of an Employee's immediate family when the Employee takes sick leave time, the Township reserves the right to send a Medical Physician to examine and report on the conditions of the patient to the Chief of Police. The Township agrees to provide the PBA with a list of no less than four (4) approved doctors. The Employee reserves the right to select the physician from the list provided.

K. During protracted periods of illness or disability of an Employee or a member of the Employee's family, the Chief of Police may require interim reports on the condition of the patient at weekly or biweekly periods, from the attending physician or a Township medical physician. When under medical care, Employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such periods of illness or disability.

L. The rules which follow apply to the payment of salaries during periods of illness or disability of regular, permanent full-time Employees. Permanent part-time, temporary and seasonal Employees are not entitled to compensations for such absences.

M. No Employee shall be allowed to work and endanger the health and well-being of other Employees and if the Employee's condition warrants, the Employee may be directed to take sick leave. The Chief of Police may direct the Employee to a Township physician whose name appears on the aforementioned list for an opinion as to the eligibility to be absent from work.

N. Sick leave with pay shall not be allowed under the following conditions:

1. When the Employee, under medical care, fails to carry out the orders of the attending physician.
2. When, in the opinion of a Township medical physician, the disability or illness is not of sufficient severity to justify the Employee's absence from duty, subject to Paragraph "O" below.
3. When an Employee does not report to any physician, pursuant to this Article.

O. The recommendations of the Township's medical physician, as well as 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. The Chief of Police and the Employee reserve the right in such cases where there is a difference of professional opinion between the Township physician and the personal physician, to refer the Employee to an examination by a third doctor.

P. In charging an Employee with sick leave, the smallest unit to be considered is one-half ($\frac{1}{2}$) of a working day.

Q. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may normally be scheduled within the Employee's regular off-time. 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.

R. Sick leave in excess of the time prescribed by this Agreement may be granted at the discretion of the Chief of Police.

S. If an Employee is absent from work for reasons that entitle him to sick leave, the Chief of Police or his designated representative shall be notified as early as possible, but no later than thirty (30) minutes prior to the start of the scheduled work shift prior to which he/she is absent. Failure to so notify the

Chief of Police or his designated representative may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

T. Upon retirement within the meaning of the Police and Fire Retirement System, each member is entitled to be paid for one-half ($\frac{1}{2}$) of his accumulated sick leave up to a maximum of Four Thousand (\$4,000.00) Dollars - to be paid at the Employee's then current daily rate at the time of retirement.

ARTICLE XIV

LEAVES OF ABSENCE

A. Leaves of absence may be provided for all Employees covered under this Agreement, following completion of the probationary period. A leave of absence shall be granted to protect the Employee's continuity of service and eligibility of benefits on return to work. Employee benefits shall not be granted during the leaves of absence, nor is the time out for leave counted in determining total years of service.

B. Request for a leave of absence must be submitted in writing to the Chief of Police. Sergeants are to submit their request four (4) weeks prior to the effective date, at the latest. Patrolmen are to submit their request at least two (2) weeks in advance of the date the leave is to become effective. All requests are subject to review by the Chief of Police.

C. Leaves of absence may be granted for the following reasons:

1. Leaves of absence of two (2) weeks will be granted to an Employee for annual training if he is in the National Guard or Reserve. During the normal fifteen (15) day yearly active duty

requirement in the National Guard or Reserve, Employee benefits shall be granted, and the time out for leave shall not be deducted when determining total years of service with the Township, subject to applicable State or Federal Law.

2. Personal leave may be granted under exceptional circumstances for up to three (3) months to eligible Employees.

3. Maternity leave may be granted at the end of the sixth (6th) month of pregnancy and may be extended to the eighth (8th) week post partum. In order to continue working past the sixth (6th) month of pregnancy, a permission to work note must be obtained from the Employee's obstetrician.

4. Military service leave will be granted for the duration of the Employee's active service in accordance with pertinent Federal regulations.

D. Leave of absence without pay. The Chief of Police or the Township Committee may grant leaves of absence without pay to permanently employed New Jersey Department of Personnel Employees for periods not to exceed six (6) months at any one (1) time for reasons satisfactory to the Chief or Committee, pursuant to regulations governing such leaves of absence established and approved by the Governing Body of the County or Municipality.

E. Extension of leave of absence. Such leave of absence may be renewed for an additional period not to exceed six (6) months

by formal action of the Chief of Police or appointing authority with the approval of the Governing Body, but no further renewal or extension of such leave of absence may be granted except upon approval in writing of the New Jersey Department of Personnel Commission.

F. Notice of Commission. Written notice of all leaves of absence and renewals thereof shall be forwarded forthwith to the New Jersey Department of Personnel Commission.

ARTICLE XV

VACATIONS

A. Vacation time for all Employees is determined as follows:

1. One (1) day per month from the date of hire to the following January 1. After that date, each Employee is entitled to twelve (12) days of vacation plus the time accrued since the date of hire.

2. Thereafter, all eligible Employees shall receive twelve (12) days of vacation each year until five (5) years of service; over five (5) years, fifteen (15) days of vacation; over fifteen (15) years, twenty (20) days of vacation.

Effective January 1, 1990, thereafter, all eligible Employees shall receive twelve (12) days of vacation each year until five (5) years of service; over five (5) years, fifteen (15) days of vacation; over ten (10) years, eighteen (18) days of vacation; over fifteen (15) years, twenty (20) days of vacation; and over twenty (20) years, twenty-five (25) days of vacation.

B. Holidays falling with the vacation period shall not be computed as part of the vacation, however, they may be added to the vacation period with the approval of the Chief of Police.

C. All vacation time is subject to the final approval of the Chief of Police, however, any vacation time which is denied for any one (1) calendar year shall not be counted as accumulated vacation time.

D. Vacation time need not be used for any one (1) calendar year, but may be carried over to the next year. No more than two (2) years vacation time may be used during any one (1) calendar year, excepting that vacation time which had been denied from a prior year.

E. All Employees shall receive three (3) personal leave day per year which shall not be counted as vacations nor be deducted from sick leave.

F. Employees shall be entitled to not more than three (3) days with pay for birth of child in immediate family.

ARTICLE XVI

FUNERAL LEAVE

A. Funeral leave for all Employees is determined as follows:

1. Five (5) days: wife, husband, son, daughter, mother, father, sister, brother, grandparent, mother-in-law, father-in-law.

2. Three (3) days: brother-in-law, sister-in-law, grandchild, aunt, uncle, niece, nephew or cousin.

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

C. Such funeral leave shall not be deducted from vacation time, personal days, holidays nor sick leave, however, such bereavement leave is not in addition to any sick leave falling within the time of the bereavement.

D. 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 XVII

SALARIES

A. The salary schedule for Patrolmen shall consist of a Probationary Patrolman classification and five (5) grades of Patrolmen thereafter. Probationary Patrolmen shall enter the first pay grade immediately after completion of their Police Academy training. Each Employee shall move up to the next grade on the anniversary of his date of hire each year.

B. The differential between ranks shall be ten (10%) percent above the prior grade. The Salary Guide shall be as set forth in Schedule A annexed.

C. Any new Employee with prior service as a law enforcement Officer in another Department or Agency, providing basic training has been completed, shall enter the salary scale as Patrolman in accordance with the following:

1. Less than two and one-half (2½) years prior service, as a Patrolman 1st Grade;
2. At least two and one-half (2½) years but less than five (5) years prior service, as a Patrolman after twelve (12) months of service (Grade 2);
3. At least five (5) years but less

than ten (10) years prior service, as a Patrolman after twenty-four (24) months of service (Grade 3);

4. Ten (10) or more years of prior service, as a Patrolman after thirty-six (36) months of service (Grade 4).

The above mentioned prior service credit provisions shall be applicable with respect to entry level starting salaries only. No seniority credit over existing Department personnel shall be permitted.

(D) All Detectives shall be entitled to a pro-rated Two Hundred (\$200.00) Dollar increment payment.

(E) Effective January 1, 1992, an Officer having twenty (20) years of service within the meaning of the Police and Fire Retirement System shall be elevated one-half ($\frac{1}{2}$) the distance in pay to the next higher rank, and this will be added to and become part of the Officers base salary.

ARTICLE XVIII

EDUCATION AND TRAINING

A. The Employer shall pay all costs of training the probationary Employee at a Police Academy certified by the Police Training Commission of the State of New Jersey.

B. The Employer shall pay all costs of any specialized training for all Employees including any academies, seminars or schools which the Employee is required to attend.

C. If an Employee is required to provide his own vehicle for any business-related travel, including but not limited to any academies, seminars or schools, a travel expense of Eighteen (\$.18) Cents per mile shall be paid to such Employee.

D. Each Employee shall receive an annual increment to base pay for all college credits satisfactorily completed and awarded by an accredited college or university. Such credits shall be prerequisite to a course of study leading to a recognized degree in Police Science, Criminology, Law Enforcement or Public Safety. This increment shall be paid notwithstanding the maximum salaries and wages provided in Article XVII of this Agreement, and shall be paid during the month of July for all credits earned by June thirtieth

(30th) of each year. In order to qualify for the increment, each Employee shall submit a transcript to the appointing authority prior to the awarding of the increment. The annual increment shall be determined as follows:

<u>CREDITS EARNED</u>	<u>INCREMENT</u>
12-24	\$ 100.00
25-48	300.00
49-64	400.00
Associates Degree	500.00
65-88	750.00
89-120	900.00
Bachelor's Degree	1,200.00
Master's Degree	1,500.00

E. The Employer agrees to pay the full cost of tuition, books and fees, less any scholarships or grants, for courses leading to a recognized degree in the law enforcement field. Payment to be made upon submission of satisfactory proof of a passing grade in such course.

F. Any Employee who attends a Department required school, other than initial Police training, and overnight accommodations are required or permitted, a meal allowance of Twenty-Five (\$25.00) Dollars will be given, provided the distance traveled to such school is in excess of fifty (50) miles. If one-way mileage to any Department required school is less than fifty (50) miles, a meal allowance of Ten (\$10.00) Dollars per day will be given. In no case shall any meal allowance be given if meals are part of the tuition cost to the Township.

G. In an effort to facilitate the Township's ability to provide increased in-service training, the PBA and the Township agree to utilization of compensatory time in lieu of overtime payment under the following circumstances:

Compensatory time on an hour for hour basis will be used only in cases which would result in overtime pay for the Officer attending said training, or the Officer covering the tour of duty normally covered by the aforementioned Officer.

Whenever possible, compensatory time will be taken within three (3) months of its' accrual, and at a time which is conducive to the efficient and economical operation of the Department, said utilization to be determined at the initial Agreement.

The above Agreement must be approved by the PBA Delegate or President, the Officer(s) who will receive the compensatory time, and the Chief of Police or his designated representative.

H. The Employer agrees to pay the full cost of tuition, books, and fees, less any scholarships or grants, for courses/seminars for Alcohol/Substance Abuse Programs. Payment to be made upon submission of satisfactory proof of a passing grade or successful completion of the course or seminar.

ARTICLE XIX

EMPLOYEE DEATHS

A. The Township shall pay Two Thousand Five Hundred (\$2,500.00) Dollars toward the cost of funeral expenses for any Employee whose death occurs while he is employed by the Township.

ARTICLE XX

NON-DISCRIMINATION

A. The Township and the Association agree that there shall be no discrimination against any Employee because of age, race, creed, color, sex, 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.

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ARTICLE XXI

INVESTIGATION OF POLICE OFFICERS

A. In an effort to insure that Departmental Investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation of the member commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this Paragraph shall not apply to routine day-to-day investigation.
7. In cases other than Departmental Investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department, or its Officers of the ability to conduct the routine and daily operations of the Department.
9. A member of the force who is the subject of a Departmental Investigation of a non-criminal nature shall be informed of the allegation(s)

against him, in writing, within seventy-two (72) hours of receipt of the complaint. The following shall be adhered to:

(a) Department investigations shall commence within five (5) days of the Chief of Police's or his designee's awareness of the allegations.

(b) All Department investigations shall be concluded within thirty (30) days of their inception except where circumstances dictate the need for additional time to properly conclude the investigation. In cases which exceed the thirty (30) day time frame, the Officer under investigation will be informed in writing of the extension and the reasons therefore.

(c) All members who are investigated shall be notified within five (5) days of its completion as to the results and any disciplinary action to be taken.

ARTICLE XXII

NO-STRIKE PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Township's Department and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Association 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 an Employee from his position, or stoppage of work or abstinence in whole or in part, from the full and proper performance of the Employee's duties or employment), work stoppage, slowdown or walkout against the Township.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, or other such steps as may be necessary under the circumstances, and to bring about compliance

with its order.

D. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in such activity by the Association member shall entitle the Township to take appropriate disciplinary action including, but not limited to, discharge in accordance with applicable law.

E. 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 by the Association or its members.

ARTICLE XXIII

DEDUCTIONS FROM SALARY

A. The Employer agrees to deduct from the salaries of its Employees, subject to this Agreement, dues for the PBA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (R.S. 52:14-15.9(c)), as amended. Said monies together with records of any corrections shall be transmitted to the PBA Financial Secretary within three (3) working days from the payroll period ending date of each pay period.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorization from its members showing the authorized deduction for each Employee.

C. The PBA will provide the necessary "Check-off authorization" form and deliver the signed forms to the appropriate offices.

D. It is hereby agreed that the dues deductions for any Employee in the Association shall be limited to Local No. 285 of the New Jersey State Policemen's Benevolent Association, the duly

certified majority representative, and Employees shall be eligible to withdraw such authorizations only as of July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.

E. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Association to the Township, or in reliance upon the official notification to the Township on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

F. Each Employee will have the right to authorize the Township to deduct a payment from that Employee's paycheck, and have said payment deposited in an account at an (mutually agreed to by the Township and the PBA) assigned financial institution. The PBA assumes all responsibility for establishing and maintaining the savings program with the financial institution.

ARTICLE XXIV

BULLETIN BOARD

A. The Township will supply one (1) bulletin board for the use of the Association to be placed in the Squad Room.

B. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

C. No matter may be posted without receiving permission of the officially designated Association representative.

D. The Association representative shall determine what is a matter of concern to the Association.

E. Any notices and bulletins deemed detrimental to the operation of the Department may be challenged by the Chief of Police.

ARTICLE XXV

POLICE VEHICLES

A. The parties agree that all Police vehicles owned or leased by the Township shall be equipped with appropriate radio and emergency equipment, air-conditioning, and the Township agrees to maintain all Police vehicles in a safe and serviceable manner. The air-conditioning requirement will apply to regular patrol vehicles only, not specialized vehicles.

B. If an Employee of the Department alleges that a motor vehicle he is assigned to use is unsafe to operate, then the Employee will notify his supervisor in writing of the dangerous conditions or unsafe equipment. Supervisors will make every effort to eradicate the problem. Any issue as to whether equipment is usable should be determined by the Supervisor. The Chief of Police has sole discretion in areas of dispute concerning the use of Police vehicles.

ARTICLE XXVI

CEREMONIAL ACTIVITIES

A. In the event a Police Officer in another municipality is killed in the line of duty, the Employer will permit at least two (2) uniformed off-duty Police Officers of the Department to participate in funeral services for the said deceased Police Officer.

B. Subject to the availability of the same, the Employer will permit a Department Police vehicle to be utilized by the members in the funeral service.

ARTICLE XXVII

PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Personnel Officer.

B. Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative. Said appointment will be made as soon as possible, but in no case longer than two (2) working days from the date of request.

C. Whenever anything written concerning an Employee or his actions is to be placed in his personnel file, a copy shall be made available to him to read and he shall be given an opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

D. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom unless agreed upon by both the Township and the PBA.

ARTICLE XXVIII

POLICE DEPARTMENT SAFETY COMMITTEE

A. The parties hereby agree to establish an advisory committee to evaluate all matters of health and safety of the Employees covered by this Agreement.

B. Said Committee shall be comprised of an equal number of Employer representatives and PBA representatives. Said Committee shall meet not less than once every two (2) months at a mutually convenient time and place. Any person may submit suggestions to the Committee members either orally or in writing.

While this Committee has the complete support and backing of the Township Committee and the Township Administrator, the recommendations of this Committee shall not diminish or interfere with the management rights of the Administration as outlined in this Agreement.

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ARTICLE XXIX

RECOMMENDATIONS FOR AWARDS AND DECORATIONS

I. AWARDS COMMITTEE: A committee of four (4) shall be established to review all recommendations for decorations and awards. Criteria for said awards and decorations being set forth below.

II. COMMITTEE MAKE-UP: Said Committee shall be selected by Vernon Township PBA Local No. 285, for a term of two (2) years; the Chief acting as Chairman. The Committee shall consist of two (2) Patrolmen, and two (2) Supervisors, each having a single vote. The Chairman of the Committee shall not vote except in a tie. Either the Chairman or the Vice-Chairman of the Police Committee may attend the awards hearing but shall have no vote on said recommendations. Said Committee shall meet when a recommendation for an award is made; four (4) members being present constituting a quorum. In the absence of the Chairman, a written recommendation shall be presented to him.

Majority vote shall prevail on all recommendations. After the nomination has been made and confirmed by the Committee, it shall then be brought before the Mayor and Township Committee. The award shall then be presented at the next scheduled Township Committee meeting by the Chief in the presence of the Mayor and Township Committee. At the discretion of the Awards Committee, the awards may

be presented at official PBA functions, or official Township functions.

III. SCOPE AND PURPOSE: Proposed awards and decorations shall be used to publicly recognize and reward extraordinary, exceptionally meritorious, outstanding acts of heroism, or other acts of service which are above those normally expected.

IV. NOMINATIONS FOR AWARDS: Any members of the Vernon Township Police Department may recommend a fellow Officer, civilian, or volunteer for an individual for an individual award or decoration. Said recommendation shall be submitted in writing to at least two (2) members of the Awards Committee. All names of persons making recommendations shall be held in confidence, and not disclosed by the Committee, nor shall the vote of the Committee be disclosed, except when the person making the recommendation requests the outcome of the vote. This request shall be in the form of a written request.

All submitted nominations and recommendations shall state the nature of the recommended action and the time, approximate date of said action or deed, and the name(s) of the nominee(s).

V. INVESTIGATIONS OF RECOMMENDATIONS: All nominations and recommendations shall be promptly investigated and voted on within thirty (30) days of receipt of the nomination. Committee vote being final on all voted items. The Committee shall investigate all

recommendations for awards and shall have access to all reports and files regarding the recommendation(s). In the event that a Committee member is recommended for an award, he shall be excused from voting.

VI. AWARDS:

1. Medal of Honor (posthumous): To any member of the Department killed in the line of duty.
2. Medal of Honor: To a member of the Department who performs an outstanding act in the line of duty at eminent personal risk, with hazard to life, with full knowledge of the risk and hazard involved.
3. Life Saving Medal: An act performed in the line of duty which through disregard of personal safety or prompt and alert action results in saving a life.
4. Combat Cross: To any member of the force who performs an individual act of heroism at eminent personal hazard in combat with an armed adversary.
5. Gallantry Star: For an act distinguished achievement in the arrest of a person(s) who is a major threat to the welfare of the community and/or the Officer.
6. Legion of Honor: For an Officer who receives permanent injury in the line of duty including arrest, wounds from a gun shot, traffic or fire accident, or hospitalization as a result of work related incident such as a heart attack, etc., thereby preventing him from further duty for a minimum of three (3) months.
7. Exceptional Duty Medal: For a highly creditable accomplishment bring public acclaim to the Officer, the Department and the Police profession, as a result of training, devotion to duty or public service.

8. Honorable Service Medal: A creditable act in the line of duty, which meets some of the requirements, but not all, for other medals, and is unusual in nature showing initiative and accomplishment.
9. Educational Achievement: Attaining of B.A. Degree toward a degree from an accredited college or university, and/or the introduction of a new method or device which is adopted to Departmental Administration or to improve tactical procedures.
10. Veterans Service Medals: Members of the Vernon Township Police Department who served in the United States Armed Forces during any of the below listed conflicts shall be entitled to wear a Veterans Service Medal:
 WW II - 90 Days Service between 09/16/40 and 09/02/45;
 Korea - 90 Days Service between 06/23/50 and 07/27/53;
 Viet Nam - Service after 12/31/60 with 90 Days Overseas Duty.
11. K-9 Commendation Award: Awarded for successfully aiding and/or assisting to overcome any dangerous encounter through the coordinated team of Officer-master and dog.
12. Civilian Award: Awarded for an act of aiding the Police in time of crisis, accident, or danger to a person or the community.
13. Meritorious Service: A highly unusual accomplishment under adverse conditions with some degree of hazard to life and limb to the nominee, or where death or injury to a third party is prevented.
14. Wound Medal: A wound received in the line of duty, inflicted intentionally by an armed adversary. Resulting in severe puncture wounds, lacerations, fractures or concussion being suffered by nominee.
15. Chief's Achievement: An act or achievement by a Chief of Police,

bringing public acclaim to the Department and the Police profession through programs to further Police efficiency or contributions to the welfare and advancement of the profession.

VII. WEARING OF DECORATIONS: All decorations shall be worn on the left breast, above the Police Shield in the order listed in this recommendation. The exceptions being the Medal of Honor, the Veterans Service Medal, these being worn on the right breast above the pocket seam. All above awards may be given to a civilian upon special consideration by the Awards Committee.

VIII. APPURTENANCE: Appurtenance devices shall be worn as follows to indicate multiple awards:

Oak Leaf - Worn in Lieu of 2nd Multiple Award;

Silver Star - Worn in Lieu of 3rd Multiple Award;

Gold Star - Worn in Lieu of 4th Multiple Award;

Gold Cross - Worn in Lieu of 5th Multiple Award and for any Multiple thereafter.

All awards shall be purchased by the Police Department, however, any additional equipment needed to facilitate the wearing of said devices shall be borne by the wearer - [One Thousand (\$1,000.00) Dollars contributed by the Police Department to defray cost].

IX. AWARD AND DECORATIONS DESCRIPTIONS:

1. Medal of Honor (Posthumously); Black Field with

Gold Stars.

2. Medal of Honor; Green Field with Gold Stars.
3. Life Saving Medal; Red/White.
4. Combat Cross; Green with Gold Trim.
5. Gallantry Star; Blue/Red/Blue.
6. Legion of Honor; Red/White/Blue.
7. Exceptional Duty Medal; Orange with Gold Trim.
8. Honorable Service Medal; Blue with Gold Trim.
9. Educational Achievement; Green/White/Blue.
10. Veteran Service Ribbon:
 - WW I - Orange Field, Black/Red Stripes.
 - WW II - Blue Field, White Stripes.
 - Korea - Orange/Purple/Green/Black.
 - Viet Nam - Orange/Red Field, Black/White Stripes.
11. K-9 Commendation Award - White/Orange/Black Stripes.
12. Civilian Award - Plaque.
13. Meritorious Service; Green/White-Blue Stripes.
14. Wound Medal; Three (3) Green Stripes.
15. Chief's Achievement; Three (3) White Stripes.

X. AWARD PRESENTATION: All awards and decorations shall be presented to receiving members on a date(s) and time so determined by the Committee, this date and time not being delayed without good cause.

XI. RETROACTIVE POLICY: It is the policy of the Vernon Township Police Department to recognize certain exceptional performances, a once only retroactive policy shall be undertaken, this shall be done on an in-committee basis with no recommendations being needed.

XII. LETTERS OF COMMENDATION: The Committee shall have the right to commend a Police Officer, civilian or volunteer in the form of a written commendation. Said written commendation to be investigated and presented in the same fashion as an awards or decoration.

ARTICLE XXX

REPLACEMENTS

No full time Employee covered by this Agreement shall be terminated and replaced by any non-Police Officer, part time or other personnel.

This Article shall not prevent the Township from using special Police or other Township Employees who perform functions related to the Police Department in accordance with law.

ARTICLE XXXI

SEPARABILITY AND SAVINGS CLAUSE

A. In the event that any of the provisions of this Agreement shall be determined by a court of proper jurisdiction to be invalid, such determinations shall not impair the validity or enforceability of the remaining provisions of this Agreement.

ARTICLE XXXII

FULLY BARGAINED PROVISION

A. This Agreement represents and incorporates the complete and final understanding of the bargainable issues that were or could have been subject to negotiations. This Agreement can only be modified by a written amendment agreed to and executed by both parties and remains in full force and effect from January 1, 1991, until midnight December 31, 1992, or until such time as a new Agreement is executed.

ARTICLE XXXIII

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1992, without any reopening date. This Agreement shall continue in full force and effect thereafter, until a successor Agreement is executed. Successor Agreement negotiations shall be controlled by New Jersey State Law.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals at the Township of Vernon, New Jersey on this 25th, day of March, 1991.

NEW JERSEY STATE PBA LOCAL NO. 285

TOWNSHIP OF VERNON

Michael Borom

Michael D. Bell

Thomas G. [Signature]

Peter DeWalt

W. F. [Signature]

Bennett [Signature]

[Signature]

WITNESS

[Signature]

WITNESS

S C H E D U L E A

SALARY SCALE

<u>Rank</u>	<u>Effective 1/1/91</u>	<u>Effective 7/1/91</u>	<u>Effective 1/1/92</u>	<u>Effective 7/1/92</u>
Probationary Partrolman	\$ 23,737.	\$ 24,568.	\$ 25,674.	\$ 26,572.
Patrolman 1st Grade (Upon Graduating Academy)	25,318.	26,204.	27,384.	28,342.
Patrolman After 12 Months	28,642.	29,645.	30,979.	32,063.
Patrolman After 24 Months	30,700.	31,775.	33,204.	34,367.
Patrolman After 36 Months	32,281.	33,411.	34,914.	36,136.
Patrolman After 48 Months	36,792.	38,080.	39,794.	41,186.
Sergeant	40,472.	41,888.	43,773.	45,305.
Lieutenant	44,519.	46,077.	48,151.	49,836.
Captain	48,971.	50,685.	52,966.	54,819.

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49,828

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53892



TOWNSHIP OF VERNON

MUNICIPAL CENTER

CHURCH STREET

VERNON, NEW JERSEY 07462

201 - 764-4055 201 - 827-3848

TOWNSHIP COMMITTEE
ADMINISTRATOR
MANAGER / OFFICER
TAX ASSESSOR
TAX COLLECTOR
BUILDING DEPARTMENT
BOARD OF ADJUSTMENT
PLANNING BOARD
COURT

POLICE DEPARTMENT
201 - 764-3111
201 - 827-4111
201 - 825-6547
201 - 607-6111
ROAD DEPARTMENT
201 - 764-3021
ANIMAL SHELTER
201 - 764-7751
BOARD OF HEALTH
201 - 827-4701
201 - 827-4761

January 14, 1991

RESOLUTION

Authorizing signing of Agreement between the Township of Vernon and New Jersey Policemen's Benevolent Association, Inc. Local No. 285

BE IT RESOLVED By the Township Committee of the Township of Vernon, that the Mayor be and is hereby authorized to sign the Collective Bargaining Agreement (contract) between the Township of Vernon and the New Jersey State Policemen's Benevolent Association, Inc., Local No. 285 for the years 1991 and 1992.

CERTIFICATION:

I hereby certify that the above Resolution is a true copy of the Resolution adopted by the Township Committee of the Township of Vernon at their regular meeting held on Monday, January 14, 1991 at 7:00 P.M. in the Vernon Municipal Center, Church Street, Vernon, New Jersey.

Patricia A. Lycosky
PATRICIA A. LYCOSKY, R.M.C.
TOWNSHIP CLERK