

Contract # 1886

AGREEMENT
BETWEEN
HOPEWELL TOWNSHIP
AND

HOPEWELL TOWNSHIP POLICE BENEVOLENT ASSOCIATION

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

SEP 20 1993

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HOPEWELL TOWNSHIP AND
HOPEWELL TOWNSHIP POLICE ASSOCIATION

F I N A L A G R E E M E N T

This Final Agreement dated the 22nd day of June, 1993 by and between Hopewell Township, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Employer" or the "Township", and the PBA, Local 342, hereinafter referred to as the "Association".

ARTICLE ONE

INTERPRETATION AND RECOGNITION

A. Interpretation

It is the intention of the parties that this Agreement be construed with the P.E.R.C. Act as amended, the Statutes of the State of New Jersey, the Ordinances of Hopewell Township, and consistent herewith, the Rules and Regulations of the Police Department.

B. Recognition of Bargaining Unit

1. The "Township" hereby recognizes the Hopewell Township PBA, Local 342 as the sole and exclusive negotiating agent and representative of all employees in the bargaining unit as defined immediately below, for the purposes of collective bargaining and on all terms and conditions of employment and grievances.

2. The bargaining unit, as discussed immediately above, shall consist of all full-time patrolmen, now employed or hereafter employed, excluding the Chief of Police, Lieutenants, Sergeants, Civilian Dispatchers, School Crossing Guards and Special Officers of the Department. Probationary employees shall be included for all benefits as set forth hereafter in this Agreement.

C. The Employer agrees to deduct, in accordance with N.J.S.A. 34:13A-5.5 and 5.6, Chapter 477, as it relates to Agency Shop provisions, from the pay of each Employee covered by this Agreement who does not furnish written authorization for deductions of Association dues, a representation fee equal to eighty-five (85%) percent of Association dues, as may be certified to the Employer by the Association at least thirty (30) days prior to the month in which deductions of dues is to be made, commencing on the first (1st) pay after completion of thirty (30) calendar days following the beginning of their employment in a bargaining unit position. Representation fees shall be withheld on the first (1st) pay after completion of ten (10) days following re-entry into a bargaining unit position Employees who previously served in bargaining unit positions.

If, during the course of the year, the non-member becomes an Association member, the Employer shall cease deducting the representation fee and commence deducting the Association dues beginning with the first (1st) pay check representing the pay period ten (10) calendar days after

written notification of the change in status. Conversely, if during the course of the year an Association member directs the Employer to cease Association dues deductions in a manner appropriate under the terms of this Agreement, the Employer shall commence deductions of the representation fee with the first (1st) pay check representing the pay period ten (10) calendar days after written notification of the change in status. After deduction, representation fees shall be transmitted to the Association in the same manner, and in the same time as the Association dues.

This provision is to become effective upon execution of this Agreement by both parties and upon the Association submitting a list of non-Association members in the bargaining unit to the Employer.

State PBA, Inc., Local No. 342 shall indemnify, defend and save harmless the Township of Hopewell against any and all claims, demands, suits or other forms of liability that shall arise out of any check-off deductions provided for in this Article.

Further, in consideration for the Township of Hopewell's action in implementing Agency Shop (P.L. 1979, C. 407, amending N.J.S.A. 34:13A-5 et seq.) New Jersey State PBA, Local No. 342 does agree to reimburse the Township of Hopewell for court costs, fees and judgments incident to suits or other forms of liability that may be incurred by the Township of Hopewell that shall arise out of any of said check-off deductions.

D. The PBA will be permitted to use a Township vehicle for attendance at State PBA meetings, which vehicle will be designated by the Township Administrator.

E. Binding Agreement

This Agreement shall cover wages and such other conditions of employment as set forth herein and shall be binding upon the parties hereto, and their successors, as permitted by law.

ARTICLE TWO

DURATION OF AGREEMENT

A. Duration of Agreement

This Agreement shall be in full force and effective from January 1, 1992 until Midnight, December 31, 1994, unless otherwise specified herein.

B. Modification and Successor Agreements

The parties agree that negotiations for a successor agreement, modifying, amending or altering the terms or provisions of this Agreement shall commence on or about September 1, 1994. In the event no successor agreement is completed, ratified and executed before December 31, 1994, the present Agreement will continue in full force until said successor agreement has been ratified and executed.

ARTICLE THREE

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, through and by the Chief of Police, without limitation, all powers, rights, authority, duties and

responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees.

2. To hire all employees and subject to the provision of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees within the Police Department.

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

4. To reduce force for economic reasons in accordance with N.J.S.A. 40A-14.143.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations and practices in 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.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority,

duties and responsibilities under R.S. 40 and 40A or any other national, state, county or local laws or ordinances.

ARTICLE FOUR

COLLECTIVE BARGAINING PROCEDURE

A. Recognition of Collective Bargaining and Designated Parties

Collective bargaining with respect to the rights and duties of the "Township" and "Employees", the resolution of grievances, rates of pay, hours of work, and other terms and conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties in accordance with the provisions of P.E.R.C. Act, as amended. Unless otherwise designated, the Mayor of the "Township" or his designee or designees and the President and/or his designee or designees of the "Association" shall be the respective bargaining agents for the parties.

B. Scheduling of Collective Bargaining Meetings

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

ARTICLE FIVE

NON-DISCRIMINATION

The "Township" and the "Association" both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age as far as employment is concerned or as far as any opportunity for improvement of jobs or as a continuation of employment. The "Township" further agrees

that it will not interfere or discriminate against any employee because of membership in or legitimate activity on behalf of the "Association" nor will the "Township" encourage membership in any other association or union or do anything to interfere with the exclusive representation of the "Association" in the appropriate bargaining unit.

ARTICLE SIX

STRIKES

The "Association" assures and pledges to the "Township" that its goals and purposes are such as to condone no strikes by members of the "Association" nor work stoppages, slowdowns or any other such method that would interfere with service to the public or violate the laws of the State of New Jersey; and furthermore, the "Association" will not initiate such activities nor advocate or encourage members of the unit to initiate same.

ARTICLE SEVEN

SICK LEAVE

A. Accumulation

Each full-time employee may accumulate sick leave at the rate of twelve (12) days per year. All employees shall have their accumulated sick leave reduced by one day for each working day of approved absence due to illness. Sick leave shall begin to accrue as of the date an employee enters the service of the Township.

1. Sick leave may be accumulated if not used during the year accrued. Sick leave will not be allowed for

any day on which an employee would not have regularly worked.

2. Sick leave may be taken in excess of the amount then accumulated, but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave will be dependent on the employee's previous sick leave record and must be approved by the Chief of Police and the Administrator. If an employee leaves the Township for any reason whatsoever, he shall reimburse the Township for sick leave used but unearned, which amount may be deducted from his final pay.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days on or about February 1st each year.

C. Certificate of Inability to Work

A certificate of inability to work by reason of illness by a licensed Doctor of Medicine, Osteopath, examination by the Township Doctor, and such other evidence of inability to work as the Chief of Police shall deem necessary may be required as evidence of illness before compensation for the period of illness is allowed.

1. When an employee has been absent for five (5) consecutive working days or longer because of illness, he shall be required to report to the Township Doctor before returning to work. The Township Doctor will make a report of the illness and determine if the employee is medically fit to return to work. The Police Chief will not authorize an

employee's return without authorization of the Township Doctor which shall be made on the proper form.

2. An employee who is taken ill on authorized annual leave may report the circumstances by phone or letter, and upon presenting a doctor's certificate, may be allowed to charge to sick leave the time lost by reason of illness while on annual leave.

3. The Township shall maintain sick leave records for each employee.

D. Sick Leave Incentive

As an incentive to use sick leave for its intended purpose, and to increase productivity and reward employees with excellent attendance records, the following policy will apply.

1. Upon retirement, an employee will receive payment for 50 percent of the accumulated sick leave based upon the annual record he receives each year by February 1, or \$10,000.00, whichever is less. The payment shall be based on the employee's current daily rate as of retirement.

2. This benefit will be available only to Township employees eligible to retire with benefits under the provisions of the Public Employees Retirement System, and shall not apply to employees who retire prior to that time for any other reason.

ARTICLE EIGHT

SPECIAL LEAVE

A. Types of Leave

Employees shall be entitled to the following temporary

non-accumulative leave of absence with full pay unless otherwise noted.

1. Death and Serious Illness - Up to three (3) days at any one time due to death or serious illness of any employee's spouse, child, parent, grandparent, father-in-law, mother-in-law, brother, sister and any other members of the immediate household.

2. Good Cause - Other leaves of absence without pay may be granted by the "Township" for good reason and such leave of absence shall not be unreasonably or arbitrarily denied.

3. Injury Time - Each full-time, probationary or permanent employee who is unable to work as a result of an injury arising out of and in the course of his employment with the Township, shall receive his full salary for a period not to exceed twelve (12) months following the date of injury. Such salary shall be paid in accordance with the Township's standard pay schedule.

If the employee is entitled to receive worker's compensation benefits during the period as set forth in the above paragraph, the "Township" shall be entitled to receive those benefits from its worker's compensation carrier to offset the salary being paid. It is intended hereby that no employee shall receive more than his full salary during the twelve (12) months he is out because of an injury arising out of and in the course of his employment.

After twelve (12) months from the date of the

injury as set forth above, the employee must then use his accumulated sick leave for any time beyond the twelve (12) months, but shall use the same on the basis of one-half day of accumulated sick leave for each day of absence beyond the twelve (12) months.

Sick leave and annual leave shall continue during the twelve (12) months set forth above and shall cease to accrue while an employee is receiving worker's compensation benefits only.

The "Township" agrees to use its best such efforts to allow an employee injured in an accident arising out of the course of his employment to return to light duty if the operation of the Police Department will so allow and if the employee's condition permits the same. Prior to the return to such "light duty", the employee shall be examined by the Township Doctor who should give his full approval of the return to duty of said employee.

ARTICLE NINE

INSURANCE PROTECTION

As of the date of the execution of this Agreement by the parties, the "Township" shall provide major medical, hospitalization, including HMO option, life insurance protection, dental and vision care. The "Township" shall pay the full premium for each full-time employee, and where appropriate, for family plan insurance coverage. Vision care benefits are limited to employees, except that the Township will reimburse each employee up to Fifty (\$50.00) Dollars per

family member, not to exceed One Hundred (\$100.00) Dollars per family, for vision care benefits. The present carrier is Blue Cross and Blue Shield of New Jersey. The "Township" may change carriers at its discretion provided the overall benefit remains the same or better. The "Township" will provide at least forty-five (45) days' notice to the employees of any change in carrier. The "Township" shall provide a Prescription Drug Plan (\$3.00 co-pay) for each full-time employee, and where appropriate, dependents.

A. The Township will permit retired employees to purchase medical insurance, at the sole cost of the retired employee, through the group insurance, at the rate charged by the group insurance carrier.

Life Insurance and Accidental Death
and Dismemberment Insurance

Coverage will be provided in a policy at 1-1/2 times the annual salary of the employee.

Copies of Brochures

Explanation of the insurance benefits will be provided by the "Township" to each employee.

ARTICLE TEN

POLICE VEHICLE EQUIPMENT

All police vehicles shall be equipped with air conditioning and A.M. radio.

It is agreed that all other equipment provided is the prerogative of the "Township".

ARTICLE ELEVEN

GRIEVANCE PROCEDURE

A. Definition of Grievance

A grievance shall be defined as an alleged violation or a dispute by an employee group, employer, employee, the "Association", or by the "Township" concerning the application, meaning or interpretation of any provision of this Agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, and as quickly as possible, an equitable solution to the problems which may arise from time to time which affect the employees so as to insure efficiency and promote employee morale. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Limitation

No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.

D. Period for Filing Grievances

All grievances shall be filed within fifteen (15) days when the employee or employer has knowledge of the occurrence or should have knowledge of the occurrence.

E. ProcedureLevel 1. Chief of Police

The employee or "Officers" shall file the grievance with the Chief of Police, or his designated representative, within the time period specified, in writing. The Chief, or

his designated representative, will respond within five (5) days of receipt of the grievance.

Level 2. Administrator

In the event that the parties are unable to resolve the grievance at Level 1, either party may, within five (5) days after the response by the Chief of Police at Level 1, refer the grievance to the Administrator for resolution. The Administrator, or his designated representative, will respond within ten (10) working days of the receipt of the grievance.

Level 3. Township Committee

In the event that the parties are unable to resolve the grievance at Level 2, either party may, within five (5) working days after the response by the Administrator, refer the grievance to the Township Committee for resolution. The Township Committee may meet with the grievant, the employee or the officer to discuss said grievance and if said meeting is held, it shall be held within thirty (30) days after the filing of the same with the Township Committee. If a meeting is held, the decision of the Township Committee shall be rendered within ten (10) working days of the meeting or within thirty (30) days if there is no meeting.

Level 4. Arbitration

In the event that the grievance is not resolved at Level 3 or if no decision has been rendered within the time period allowed to the Township Committee in Level 3, the employee or officers may request in writing that said grievance be referred to the Public Employment Relations

Commission for impartial binding arbitration and said submission shall be submitted to the Public Employment Relations Commission within ten (10) working days.

The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Public Employment Relations Commission of the State of New Jersey which might be pertinent and render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be borne equally by the "Township" and the "Association". Any steward or officer of the "Association" required in any of the above grievance procedures to settle disputes on any arbitration, shall be released from work without loss of pay for such purpose and any witness without loss of pay for the purpose of disposing of any grievance or arbitration matter in official process or hearing relating to the grievance.

Extension and Modifications

Time extensions may be mutually agreed to by the "Township" and the "Association".

Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and designated or selected representatives heretofore referred to in this Article.

A permanent record shall be kept of all proceedings in a manner that is agreeable to both parties. All cost shall be

borne equally by the "Township" and the "Association".

ARTICLE TWELVE

ANNUAL LEAVE

ANNUAL LEAVE ELIGIBILITY

A. An employee's entitlement to earned Annual Leave is based on the number of complete calendar years of employment. A "complete calendar year of employment" is a year in which an employee works a regular schedule from January 1 through December 31.

1. For the first year of service. During the first calendar year of service, Annual Leave entitlement for a full calendar year shall be 23 days and will accrue as follows:

<u>Month of Hire</u>	<u>Percent of Full Annual Leave Earned</u>
January - March	100%
April - June	75%
July - September	50%
October - December	25%

2. One through four calendar years of service.

After one calendar year of service, and upon completion of each additional year through four years of service, an employee is eligible to take 24 days of earned Annual Leave each year.

3. Five through ten calendar years of service.

Commencing with the fifth year of service, and upon completion of each additional year through ten years of

service, an employee is eligible to take 27 days of earned Annual Leave each year.

4. Eleven through fifteen calendar years of service.

Commencing with the eleventh year of service, and upon completion of each additional year through fifteen years of service, an employee is eligible to take 30 days of earned Annual Leave each year.

5. Sixteen through twenty calendar years of service.

Commencing with the sixteenth year of service and upon completion of each additional year through twenty years of service, an employee is eligible to take 33 days of earned Annual Leave each year.

6. Twenty-one or more calendar years of service.

Commencing with the twenty-first year of service, an employee is eligible to take 36 days of earned Annual Leave each year. Employees are eligible for one (1) additional day per year of service up to a maximum of 38 days. Annual leave will be accrued on a monthly basis; however, new employees must successfully complete six (6) months of the probationary period before being eligible to receive Annual Leave benefits. Unused earned Annual Leave will be paid to employees upon separation from service provided they have successfully completed the six-month probationary period. Pay will be computed based on the rate earned upon separation. Upon separation from service, he

shall reimburse the Township for any Annual Leave used but unearned.

B. Maximum Accumulation

Maximum annual leave accumulation will be limited to that which accrues to an employee in two years.

C. Scheduling of Leave

It is hereby recognized that the scheduling of annual leave periods is management prerogative. In accordance with such recognition, annual leave periods shall be taken in workweek blocks (as much as that is possible) and approved by the Chief of Police in accordance with his decision to maintain efficiency and smooth operation of the Department. Nevertheless, individual exceptions may be made to such "block" vacation periods upon the application to and approval by the Chief of Police.

D. Holidays

Any additional day allowed to other employees as "holidays" shall be credited as additional annual leave to Police personnel. On days where other municipal employees are sent home because of hazardous weather conditions, patrolmen and dispatchers on duty that particular day shall be credited the same amount of time off, hour for hour.

E. Compensation at Termination or Death

Employees who terminate service, for any reason, will be paid accumulated annual leave benefits in the last pay check to be received by the employee.

If an employee should die without utilizing the annual

leave benefits to which he would have been fully entitled, his beneficiary shall receive the annual leave pay amounts representing such unused benefits.

ARTICLE THIRTEEN

SALARIES

A. Salary Schedule

The following shall constitute the Police Association salary schedule:

Salary

Steps

Patrolman

	1/1/92	1/1/93	1/1/94
1	27,264	27,264	27,264
2	30,162	30,162	30,162
3	35,210	37,323	39,562
4	38,296	40,594	43,030
5	41,384	43,867	46,499
6	44,470	47,138	49,967

B. Salaries/Movement on Steps

All salary increases shall be effective on the date set forth above. All patrolmen hired after January 1, 1993 shall advance on the steps on their respective anniversary dates of hire. Officers in the employment of Hopewell Township prior to January 1, 1993 advance on the steps on January 1 of each year.

C. Longevity Pay Plan

The following shall constitute a longevity pay plan for

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the "Association":

1. Employees having ten (10) to fifteen (15) years of service with the Township of Hopewell shall receive an annual longevity payment of \$400.00, which shall be added to the employees' base pay and which shall be payable via the payroll bi-weekly system. Salary adjustments shall be calculated on the employees' base pay, exclusive of longevity pay.

2. Employees having fifteen (15) to twenty (20) years of service with the Township of Hopewell shall receive an annual longevity payment of \$550.00, which shall be added to the employees' base pay and which shall be payable via the payroll bi-weekly system. Salary adjustments shall be calculated on the employees' base pay, exclusive of longevity pay.

3. Employees having twenty (20) or more years of service with the Township of Hopewell shall receive a flat longevity payment of \$650.00, which shall be added to the employees' base pay and which shall be payable via the payroll bi-weekly system. Salary adjustments shall be calculated on the employees' base pay, exclusive of longevity pay.

ARTICLE FOURTEEN

PERSONAL DAYS

The "Township" shall give each employee three (3) personal days that the employee can take off at his discretion, with the approval of the Chief of Police, which

offered shall not be unreasonably withheld, after providing the Chief with as much advance notice as possible under the circumstances, with no loss of pay, annual leave or sick time.

Any personal days not taken by the end of the year will be added to the employee's sick leave accumulation. Personal days will not be paid in cash if not taken, nor accumulate as personal days from year to year.

ARTICLE FIFTEEN

EDUCATION INCENTIVE

A. Tuition Cost

For the purpose of encouraging police personnel to continue their education, the "Township" will reimburse employees 50% of the cost of tuition for enrollment in courses leading to degrees in law enforcement or criminal justice.

B. Textbook Cost

The "Township" will also pay for the required texts for the recognized courses which will become the property of the "Township" and part of the Criminal Justice Library in the Police Department.

C. Education Incentive Adjustment

Upon successful completion of the requirements and award of an Associates Degree or equivalent number of credits in a Bachelors program in law enforcement, the "Township" will pay any Patrolman a flat annual payment of \$400.00. This sum shall be included in the employee's base salary and will be

paid throughout the year via the payroll system. Accordingly, this sum shall be encompassed in the employee's base salary for the purpose of computing the overtime rate of pay as mandated by FLSA. This sum shall not be used to compute annual increases on base salary.

Upon successful completion of the requirements for and award of a Bachelor Degree in law enforcement, the "Township" will pay any Patrolman in the employ of the Hopewell Township Police Department a flat annual payment of \$800.00. This sum shall be included in the employee's base salary and will be paid throughout the year via the payroll system. Accordingly, this sum shall be encompassed in the employee's base salary for the purpose of computing the overtime rate of pay as mandated by FLSA. This sum shall not be used to compute annual increases on base salary.

D. Approval of Enrollment in Program

All courses to be taken relative to this program must have the prior approval of the Chief of Police. This is to accommodate reimbursement procedures and enable proper scheduling to minimize potential work-class conflicts.

ARTICLE SIXTEEN

SCHEDULE

It is recognized that the determination of work scheduled and assignment of employees to said schedules are the prerogative of the Chief of Police or his representative.

Under normal working conditions, an employee will be notified five (5) days before any change in work schedules or

in assignments.

The regular work day shall be eight (8) hours and the regular work year shall be 2080 hours.

ARTICLE SEVENTEEN

OVERTIME

A. Overtime Defined

Overtime is defined as any time in excess of one hundred sixty (160) hours during any regular work period spent by an employee who is authorized, directed or required to work longer than his regular tour of duty and who received approval for such work.

B. Computation of Overtime

Overtime shall be calculated beginning thirty (30) minutes after the completion of the normal working shift. In the event that the employee is required to remain at his duty beyond the completion of his shift, the overtime period shall commence at the end of the scheduled work shift and run through the completion of the aforesaid duty.

C. Payment of Overtime

The rate of overtime shall be at one and one-half times the employee's hourly rate. The hourly rate shall be computed by dividing the employee's annual salary by 2080 and shall include any other factors mandated by the Fair Labor Standards Act as interpreted by case law and/or amendment by legislation. Overtime shall be computed and paid on the pay date which shall fall immediately after the completion of each four-week cycle.

D. Effect of Annual Leave and Sick Leave

Whenever an employee shall take one or more annual leave or sick days during a regular work period, then the one hundred sixty (160) hours shall be diminished by eight (8) hours for each day of annual leave or sick leave taken during that regular work period for the purpose of determining when overtime commences.

E. Call Back

1. Minimum - In the event there is a call back to duty when the employee is not scheduled to work, said employee shall receive a minimum of four hours compensation at the overtime rate whether the said employee shall work such entire four-hour period. However, the balance of call back time after addressed to the emergent situation shall be applied to productive departmental work unless the employee waives his right to the balance of the call back period.

2. Court Appearance - Whenever an employee should be required to appear before a Grand Jury, Municipal Court, County Court, State Superior Court, State Supreme Court or Federal Court, or any administrative tribunal on a job-related matter, such time during which he is so engaged shall be considered a time of assignment to, and performance of, his regular duty.

Whenever such appearance occurs outside his normal working hours, the employee shall receive a minimum of four (4) hours compensation subject to the productive work requirement in paragraph 1 above. The rate of compensation

for this time shall be determined as set forth in paragraphs A through D above.

ARTICLE EIGHTEEN

UNIFORM AND EQUIPMENT MAINTENANCE AND REPLACEMENT

All uniform and equipment shall be supplied and replaced for all employees by the "Township" at no expense to the employee as set forth in General Order 22 dated January 28, 1981 which is hereby incorporated and made a part of this Agreement as Appendix A. The base replacement costs shall be \$375.00 per employee in 1992, \$385.00 per employee in 1993, \$400.00 per employee in 1994. Payment of the clothing allowance shall be made on June 1 of each year. Those Patrolmen assigned to detective duty shall be subject to a replacement cost of \$150.00 per year for the term of this Agreement.

All cleaning, maintenance and repair of uniforms and equipment shall be supplied by the "Township" at no expense to the employee.

ARTICLE NINETEEN

DETECTIVE CLOTHING REPLACEMENT PROGRAM

A. The "Township" recognizes that the "Officer" assigned to perform the Detective's duties, will be required to wear his personal street-business clothing while performing his assigned duties. The "Township" agrees to reimburse the assigned Detective annually for the general wear resulting from his daily wearing of his personal street-business clothing in the performance of "Township" business.

In an effort to provide a fair and equitable reimbursement, the "Township" agrees the assigned Detective will be allowed reimbursement of \$485.00 in 1992, \$495.00 in 1993 and \$510.00 in 1994. Payment of the clothing allowance shall be made on June 1 of each year.

B. It is further agreed that emergency replacement may be authorized by the Chief of Police, for articles of street-business clothing damaged during the performance of duty during an emergency or assigned duty at any time during the year.

ARTICLE TWENTY

FALSE ARREST INSURANCE

Effective as of the date of the execution of this Agreement, the "Township" shall purchase and maintain insurance coverage on behalf of each employee against any expenses incurred in any proceeding and any liabilities asserted against said employees in their capacities as a member of the Police Department of the Township of Hopewell, County of Mercer.

Such insurance coverage shall include protection and indemnification concerning claims or actions arising out of and directly related to the lawful exercise of police powers in the furtherance of official duties. The Township shall not insure nor be liable for punitive damages awarded for wanton and willful acts on the part of an employee.

ARTICLE TWENTY-ONE

MEETING PLACE

The "Township" shall permit the "Association" to use the Township building for its meetings.

ARTICLE TWENTY-TWO

**MUTUAL RECOGNITION OF EXISTING OBLIGATIONS
AND CONDITIONS**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable to the signing date of this Agreement to employees covered by this Agreement as established by the Township Ordinances and Rules and Regulations of the Police Department of the "Township" enforced on said date shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, it is recognized to be the prerogative of the Chief of Police or his representative to add as the situation demands, additional Rules and Regulations, changes or additional Special or General Orders, so long as the intent of these additional orders and/or Rules and Regulations including Personnel Orders, are not to abrogate the terms of this Agreement entered into by both parties of this contract.

ARTICLE TWENTY-THREE

SAVING CLAUSE

In the event that any provision of this Agreement shall be finally determined to be in any violation of any applicable law or regulation, such determination shall not impair the validity or enforceability of the remaining provisions of this Agreement.

ARTICLE TWENTY-FOUR
SPECIAL DUTY ACTIVITIES

A. In those instances where provision is made with and through the Department to secure the services of a regular police officer during off-duty hours, said police officer shall be deemed to be acting in his official capacity.

B. Remuneration for said duty shall be made through the municipality and shall be paid by the second pay date which shall fall after the completion of said duty.

C. Scheduling for said duty shall be on a rotating seniority basis, and shall be assigned in accordance with the Special Duty Policy of the Department.

D. Compensation for such duty shall be \$25.00 per hour, except that special duty performed in behalf of the local school district shall be compensated at the officer's regular hourly rate of pay.

ARTICLE TWENTY-FIVE
ABSENCE OF SQUAD SERGEANT

The procedure to be followed and the responsibility of patrolmen in the absence of a squad sergeant shall be in accordance with Special Order 100 signed March 3, 1981, which is hereby incorporated and made a part of this Agreement as Appendix B. In the event an Employee shall work three (3) or more consecutive days as a sergeant, that officer shall be paid at the sergeant's minimum rate of pay commencing with the third (3rd) consecutive day, for any such work performed after July 1, 1993.

TOWNSHIP OF HOPEWELL

AND


HOPEWELL TOWNSHIP POLICE ASSOCIATION

TENTATIVE APPROVAL

Tentative approval is hereby given to this Agreement as heretofore set forth. This Tentative Agreement is subject to the final approval of the Township Committee and the members of the Association, before this document will be finally executed.



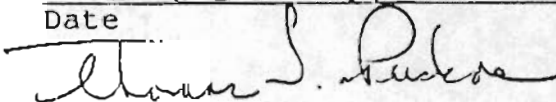
For the Association



For the Township

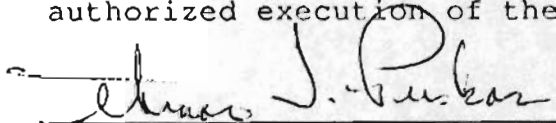
June 22, 1993
Date

6-22-93
Date

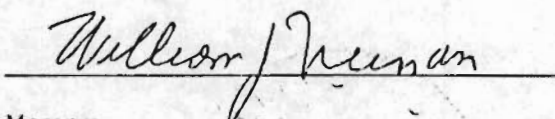


FINAL APPROVAL

This certifies that the designated governing powers have authorized execution of the Agreement in final form.

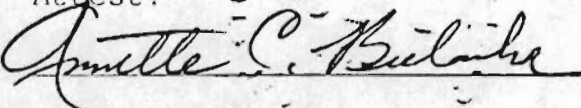


For the Association



Mayor

Attest:



Township Clerk

June 22, 1993
Date