

Labor Agreement

Between

Borough Of Clementon

And

FOP N.J. Labor Council

&

Clementon Police Association

January 1, 2004

Through

December 31, 2006

With Addendums, Effective January 01, 2006

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Preamble

This Addendum agreement, effective January 1, 2006, is entered into between the Borough of Clementon (hereinafter referred to as Clementon) and the FOP N.J. Labor Council (hereinafter referred to as FOP), Clementon Police Association (hereinafter referred to as C.P.A.). or “Bargaining it”

Article I

Union Recognition:

The Borough of Clementon agrees to recognize the Fraternal Order of Police New Jersey Labor Council and Clementon Police Association as the sole and exclusive collective bargaining representatives of all full time Patrolman and Sergeants of the Clementon Police Department.

It is further understood that no agreement with any outside agency, entity, person, or group, including the Federal Government, regarding substantial changes in working conditions or equipment shall be agreed to by Clementon Borough the employer without the approval of the FOP NJ Labor Council and the Clementon Police Association.

Article II

Contract Period:

This addendum agreement shall be effective January 1, 2006 and shall remain in full force and effect until December 31, 2006. Negotiation of a successor contract shall commence on or about October 30, 2006. Upon written notice by one party to the other at least one hundred and twenty (120) days prior to the expiration date of the agreement. In absence of such notification, this agreement shall continue for an additional term of one (1) year and the parties will be bound by the same terms and conditions thereof.

Article III

Hours of Work:

The normal work day or (shift) shall consist of twelve (12) hours for each twenty four (24) hour period. The normal work week shall consist of forty two (42) hours, although Clementon and the Bargaining Unit agrees to give compensatory time at the rate of 1.5 hours for hours forty one (41) and forty two (42) when worked , when forty one (41) and forty two (42) are not worked compensatory time would be hour for hour.

Article IV

Labor and Management Rights:

It is understood that this labor agreement is pursuant to the Labor Management Act of the State of New Jersey. Accordingly, the powers, rights, prerogatives, duties, responsibilities, and authority of parties stem from such law, and said powers and duties are retained by the parties, except those and only to the extent that they are specifically modified by the agreement, and are not contrary to public policy, nor any law of the State of New Jersey. During the actual contract negotiation; however said payment shall not exceed three hours per week for each representative, payment shall be made only if the negotiations take place within the representative's regularly scheduled tour of duty.

Article V

Dues Deductions:

Prior to ratification of the contract, Clementon will receive from the C.P.A. duly executed C.P.A. membership and dues deduction cards, from all employees who have signed said cards.

The dues at the rate of \$10.00 weekly will be deducted from the employees pay check of each week and remitted to the C.P.A., As aforesaid. In accordance with the appropriate statutes, Clementon upon receipt of a duly executed authorization assignment form acceptable to Clementon, agrees to deduct from the weekly paycheck of employees covered by this agreement who have executed said form. The established weekly dues of the C.P.A., the dues deducted pursuant hereto shall be remitted by Clementon to the C.P.A., together with a list of employees from whose pay deductions were made.

It is understood and agreed that the C.P.A. may from time to time, change the dues or the rate thereof. In the event that such a change is made, The C.P.A. will notify Clementon, in writing, when there has been such change. Thereafter, the dues will be deducted as in accordance with this article so long as the appropriate membership and dues deduction cards are presented to Clementon setting forth the authorization to deduct the newly established dues.

Article VI

Strike Ban:

Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, the parties hereto agree that there shall not be, and that the FOP NJ Labor Council and the C.P.A. and its officers, members, agents or principals will not engage in, encourage, sanctions or suggest strikes, slowdowns, mass resignations, mass absenteeism (i.e. sickout), or other suspension of or interfering with the normal work performance of the Police Department.

Article VII

Joint FOP NJ Labor Council & C.P.A. / Management Committee:

Because it is the goal of Employer and Employee to maintain amicable relationships, A committee shall be established to meet from time to time for the purpose of reviewing the administration of the agreement and to discuss problems of mutual concern. This committee shall meet when deemed appropriate, and is not intended to bypass the grievance procedure, nor is it to be considered as a formal party to the agreement for the purpose of contract negotiations. It shall be established that if either party request a meeting, it shall take place within ten (10) days, unless both parties agree to extend beyond this time frame.

The committee is intended to promote a better line of communication between the borough and the FOP NJ Labor Council and the C.P.A. On matters which arise, from time to time, over the interpretation and application of the agreement. Additionally, the committee is intended to exchange and furnish general information of interest to the parties; to allow the FOP NJ Labor Council and the C.P.A. representative(s) to express their views and/or to make suggestions on subjects of mutual interest; to advocate the promotion of education and training, the elimination of waste, The improvement of working conditions, the uplifting of morale, and other items of mutual interest. The regularly named public safety committee for the Borough of Clementon shall be members of the joint FOP NJ Labor Council and the C.P.A./Management Committee. The C.P.A. shall nominate and appoint its own members.

Article VII

Grievance Procedures:

A. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition

The term "Grievance" as used herein means a complaint by an employee that, as to him or her, there has been an inequitable, improper or unjust application, interpretation, or violation of this agreement. A disciplinary proceeding shall not be subject to the grievance procedure.

Step 1

As to grievance, the aggrieved employee shall present the grievance orally or in writing to his immediate superior. The grievance must be presented within five (5) working days of its occurrence or knowledge of its occurrence. The superior will give his answer verbally or in writing within three (3) working days of the date of the presentation of the grievance.

Step 2

If the grievance is not settled in step 1, it shall be reduced to writing and presented through the chain of command to the level that would have control over the aggrieved matter.

The Chief of Police should be included in the decision. The Grievance shall be prepared in detail and dated. Said responsible level will reply in writing within five (5) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by legal counsel in presenting his grievance.

Step 3

If the grievance is not settled in step 2, the written grievance shall be presented to the Borough of Clementon council within five (5) working days after the response is given. The Borough council, after a grievance hearing at which time the employee shall have the right to have his representative present, will reply to the grievance in writing within seven (7) days of the date of the presentation of the written grievance (Saturdays, Sundays and Holidays excluded).

Grievance Procedure Continued....

Step 4

If the aggrieved party is not satisfied with the decision, the matter will be submitted to binding arbitration per regulations of the State Division of Public Employment Relations Commission. Any party retaining legal counsel under Step 2, 3 or 4 will be responsible for the cost of said legal counsel. Cost of binding arbitration will be shared equally by both parties.

Article IX

Personnel File:

It is understood that personnel files are maintained on each covered employee. These files are confidential and not for public inspection and review. An officer shall have the right to inspect his or her personnel file, providing arrangements are made with a designated superior, in advance of such inspection. This privilege of inspection also includes the right to make copies of appropriate documents from said file. The officer agrees that he/she shall give reasonable notice providing for a reasonable time and date for the inspection. These files may be inspected only when a designed superior is present.

*An officer will be notified in writing if any material is to be placed in his or her personnel file.

Article X

Elected or Appointed Officials:

In the event that an officer has been elected or appointed as an official of a government entity, he/she shall be allowed to participate in the regularly scheduled meetings of said governmental entity, without loss of pay, so long as all of the following elements are Met:

- A. The meeting of the governmental entity is held during the time when the officer is regularly scheduled to work.
- B. The yearly schedule of meetings must be supplied to Clementon within thirty (30) days after the officer is elected or appointed to the governmental entity. Said schedule of meetings must cover the entire balance of that calendar year.
- C. For each succeeding year, the schedule of meetings must be submitted within thirty (30) days of the years first meeting.
- D. Any member who becomes an elected official of the F.O.P., the same above guidelines will be adhered to.

Article XI
Scheduling:

Recognizing the concept of a forty (40) hour work period (week), it is agreed that a serious attempt will be made to establish fair and equitable scheduling. Schedules shall be drafted and arranged for a minimum of three (3) month period and will not change during that time, except in the case of emergency or a problem with available manpower. The schedules shall be posted at least fourteen (14) days prior to the commencement of the three (3) month work period.

The Borough Of Clementon further agrees to maintain a minimum of two (2) officers per twelve (12) hour shift for the current schedule as agreed. No Officer shall be required to work alone for any period of time during his/her scheduled shift.

The Borough and the C.P.A. acknowledges and accepts the current Borough's work schedule and any future schedule changes, would be subject to opening of the contract for negotiations regarding scheduling.

Article XII

Flexibility of Assignment:

Because of the "unique nature" of police employment, officers may be reassigned to perform any duty relating to the profession of police officer. Naturally, a good faith effort shall be made by the Chief of Police to maintain regular and specific assignments. These reassignments may include, but not be limited to, the following:

- A. Prevention and detection of crime.
- B. Enforcement of laws and ordinances.
- C. Protection of life and property.
- D. Arrest of violators of the laws.
- E. Direction of traffic.
- F. Regulation of non-criminal behavior of the citizenry.
- G. Preservation of the peace.

An exception to the specific duties can be made where employees are on medical "limited duty" and cannot perform said duties. Clementon and the C.P.A. acknowledges that a Police Officer's primary responsibility is to perform police duties and his/her energies shall be directed toward this primary responsibility except in cases of emergency or special circumstances.

Article XIII**Overtime:**

After completion of a twelve (12) hour work day/shift and the officer is directed by the chief of police or his/her designee to work additional time, the officer shall be paid one and one half times his/her hourly rate of pay for all hours anything over and above the normal twelve (12) hour shift. Since overtime represents additional income for the officers covered by this contract, A "good faith" effort shall be made by the Chief of Police or his/her designee to equitably distribute the over time assignments. Over time shall first be offered to any police officer who has not worked the proceeding twelve (12) hours. In the event that a officer is required to report back to work during an overtime other than during his regular schedule of duty, he/she shall be guaranteed a minimum of four (4) hours of overtime pay, regardless of the numbers of hours actually worked. If any portion of the overtime coincides with the officers's normal and regular schedule, the hours falling within that schedule shall be compensated in accordance with the normal rate for the regularly scheduled time. In the event that the officer works beyond his normal schedule of duty to finish bookkeeping or paper work or to complete an assignment which was commenced prior to the expiration of the schedule, this four (4) hour minimum provision shall not apply.

* All earned overtime pay shall be paid in the next succeeding pay period.*

Compensatory Time:

Officers may elect to earn compensatory time in lieu of a cash payment for overtime. Officers electing to use compensatory time must use the time in four (4), eight (8), or twelve (12) hour intervals with the approval of a supervisor or Chief of Police. Unused accumulated compensatory time shall be paid at a rate of time and a half and shall be paid in the first pay period of December. Officers may elect to carry 24 hrs compensatory time with the approval of the Chief of Police.

Compensatory time will be calculated at the same time and a half rate per Article XIII Overtime.

Article XIV**Court Time:**

In the event that an officer is required to report to court, other than on the regular scheduled hours of work, Clementon agrees that he/she will be paid a minimum, at time and one half, regardless of the number of hours actually spent at the court. In the event that the officer is required to spend time in excess of the minimum hours, he/she will be paid the additional hours at the time and one half the hourly rate in accordance with the following schedule:

A. Clementon Municipal Court: - Minimum of two (2) hours pay.

B. All other courts: (out of town) - Minimum guarantee of four (4) hours pay during the time that officer is in attendance at a court. He/she will be paid at the above stated court time rate.

The officer shall normally not be required to perform duties unrelated to the specific court appearance. In the event an officer is directed to perform other duties, he/she shall be paid the appropriate pay rate.

C. Jury Duty: In the event an officer is selected to serve jury duty. The time served would be considered the officers normal work day/shift and shall be paid his regular stipend.

D. Civil Court/Deposition: - Minimum of two (2) hours pay at time and one half.

* All requests for officers to appear in court or at a deposition in response to a Civil Subpoenas shall be handled and approved through the office of the Chief of Police. Officers who may have to appear for any civil trial or deposition will be placed on "On Call Status" and if needed, able to report to court within (30) minutes of being contacted by the Chief of Police or his designee. This section shall not be confused with (Article XV - On Call Time:) Officer's "will not be paid" the minimum (2) hour civil court unless he/she is asked to report to Court.

Article XV

On Call Time:

Certain officers may, from time to time, be required to be "on call". When the Chief of Police or his designee require that an officer be "on call", The officer shall, at all times, be within a reasonable distance so that he/she is capable of reporting for duty within thirty (30) minutes of being called. Being within reasonable distance can be defined to mean within telephone contact so long as a telephone number is on file with the office of the Chief of Police or his designee and so that the officer is capable of reporting within thirty (30) minutes of the telephone call. While an Officer is "on call": he/she will not consume any alcoholic beverage and will not engage in any activity which may render he/she unfit for duty. During each day that an officer is "on call", he/she will be compensated for four (4) hours pay, regardless of the time he/she is on call. Said "on call" pay will be based on straight time. If an officer is actually called to duty, after being "on call", payment shall be made in accordance with the overtime provisions of this contract.

A. Pagers/Cell Phone: Any officer assigned to carry a pager/cell phone and required to be available by use of the pager/cell phone. Shall receive compensation in the amount of \$3.00 per day or \$21.00 per-week. This would apply to any police officer or officer assigned to plainclothes duty (Detective) or to any supervisory officer assigned by the Chief of Police to carry a pager/cell phone for any period of time. Payment for carrying the pager/cell phone shall be paid at the end of each normal weekly pay period.

Article XVI

Personal Days:

Each Officer shall receive Three (3) twelve hour Personal Day(s) in each contract year. As Follows: 2006-Three (3)days

With regard to personal days (3-per year), they shall be used for whatever reason, at the officer's discretion, upon certain notifications and conditions. He shall notify the Chief of Police prior to the termination of the employee's last scheduled shift so that the Chief of Police may adequately provide for proper coverage at the next shift. Unless this notice requirement is met, the personal day may not be used or granted

Article XVII

Vacation:

Permanent employees shall be granted vacation leave as follows:

A. Vacation time in the first (1st) full year of service shall be allowed at the rate of eight (8) days and may be taken after it has been earned.

B. Vacation time in the second, third, fourth and fifth year of service (commencing twelve full months after the date of hire) shall be allowed on the same basis as paragraph (a) above.

C. Vacation time during the sixth year of service through the eleventh year of service, shall be allowed at the rate of ten (10) days per year. After the eleventh year of service vacation days are as follows:

12 th Year of service -----	11 Days
13 th Year of service -----	12 Days
14 th Year of service -----	13 Days
15 th thru 19 th Year of service -----	14 Days
20 th Year to retirement -----	17 Days

D. Vacation time for all employees shall be scheduled and taken within the calender year it is earned. The vacation schedule shall be promulgated by the Chief of Police.

Request for specific vacation times and periods shall be made to the Chief of police with enough reasonable advance notice so that the schedules can be made without undue burdens and hardships. It is understood that the vacation scheduling must be established so that it does not seriously impair the functioning of the police department

E. Though vacations must be taken within the calender year, as aforesaid, seven vacation days may be accumulated into the following year and no further, because of the pressures of work or some other appropriate reason. The request for accumulation of vacation time must be submitted to the Chief of Police prior to the termination of the calender year in which these vacation are earned.

F. After the completion of one full year of employment, vacation time will then be credited on January 1st of each succeeding year in anticipation of full employment for the calender year. On the other hand, if employment ceases during that year, prior to the actual earning of the vacation time, and said employee has already taken the time contemplated by this a Article, He or she will pay back the Borough of Clementon, upon termination of employment, that amount of pay allotted to the vacation time which was improperly anticipated.

G. Vacation will be chosen by each squad, beginning with the ranking or senior officer scheduling up to (2) calender weeks of time, followed by officers in ranking seniority each choosing up to (2) calender weeks of time , before returning the schedule to the senior or ranking officer for choosing the remainder of his vacation time.

H. Supervisors of a squad wishing to change their scheduled shifts, must be changed with another supervisor from another squad.

Article XVIII

Sick Leave:

A. The Current sick leave policy shall be continued during the life of this agreement as follows:

1. During the remainder of the calender year in which an employee first acquires permanent status, that employee will accumulate sick leave privileges as earned on the basis of 10 hrs for each month of service.

2. Permanent employees starting with the second year of permanency shall be entitled to ten (10) twelve (12) hour Days, or one hundred twenty (120) hours of sick leave each calender year on a cumulative basis.

B. Notice of sick leave for absences of long duration must be presented by the employee in writing to the Chief of Police. This notice must be accompanied by a written and signed statement from a physician prescribing the sick leave and giving the reason therefore.

C. In all cases of illness, whether of short or long term, the employee is required to notify his supervisor as soon as possible, of the need to use the sick leave. Failure to comply with this notification procedure may cause for denial of the utilization of the sick leave for that absence, and it may constitute cause for disciplinary action. Absence without notice for five consecutive days may constitute a resignation.

D. Failure to report absences on that part of any employee/officer may be cause for disciplinary action. A physician's certificate must be submitted for three or more consecutive sick leave days. This certificate must substantiate the illness and the required sick leave time. In addition to the required physician's certificate, Clementon may require that an employee/officer show proof of his or her illness so as to prevent the abuse of sick leave. It is understood that abusing the sick leave privilege for cause other than being sick or as outlined above, may precipitate action.

E. Sick leave may be utilized by members of the police department when such members are unable to perform their normal duties because of personal illness, accident, or exposure to a contagious disease. Sick leave may be utilized for the attendance upon members of the officer's immediate family, who may be seriously ill. Immediate family is defined to include: spouse, child or foster child, father, mother, father or mother of spouse, sister, brother or a blood relative of wife or husband residing on a full-time basis in the officer's household.

F. Continued Medical Coverage:

1. Any officer who retires in good standing and upon eligibility with the "Police And Fireman's Retirement System" and after meeting the minimum requirements under "Police And Fireman's Retirement System" (i.e. age, years of service). Shall continue to receive full medical of eligibility according to the insurance carrier insured with on the day of the officer's retirement coverage payable by the Borough of Clementon for the officer, spouse, and children up to the age 21, or age of eligibility with the insurance carrier.

G. Clementon may require an employee who has utilized sick leave or has been absent because of personal illness, as a condition of his or her return to work, to be examined at the expense of Clementon by a designated physician. Such examination whether or not the employee is capable of performing his or her normal duties and that the return will not jeopardize the health of others.

H. Upon retirement, if an employee/officer has accumulated earned sick leave, he or she shall be entitled to receive pay for 50% of such unused and accumulated sick leave. This clause can be utilized only in accordance with the "Police & Fireman's Retirement Plan" established in accordance with the laws of the State of New Jersey. If no such law or authorization exists, this clause shall be invalid. A covered employee is hereby given the option to receive his percentage on the same basis as regular salary so that pension deductions will be made, or the employee may elect to take the accumulated percentage in a lump sum. This option must be exercised in writing filed with the Borough Clerk of Clementon within five working days after application for retirement has been filed with the appropriate retirement system. If the option is not exercised in accordance with the provision of this agreement, Clementon may elect to utilize whichever plan is expeditious and advantageous to Clementon..

If an employee/officer leaves his or her Clementon employment in good standing, for reasons other than retirement, he or she shall be entitled to receive payment, in lump sum, for any unused and accumulated sick leave in accordance with the following schedule:

1. After one year of service, an employee/officer may receive pay equivalent to 10% of the unused and accumulated sick leave.
2. After five years of service ----- 20%
3. After ten years of service ----- 30%
4. After fifteen years of service----- 40%
5. After twenty years of service ----- 50%

I. The Clementon Borough and the FOP/CPA agree to a cap a portion of accumulated sick time for the purpose of "selling back". at two hundred (200) days. The maximum value of the sick time "Buy-Back" shall be determined by taking one third (1/3) of the officers "prevailing Yearly Salary Rate" at the time of retirement.

J. If a member of the police department is unable to perform his or her duties by reason of illness, as proven to the satisfaction of Clementon, and has used all of the accumulated sick leave time, vacation time and any other time due the employee/officer, health, medical and life insurance coverage shall be continued on said employee for a period not to exceed six months, or until he returns to duty, or unless his services with Clementon are terminated, which ever contingency occurs first.

1. Any officer who retires in good standing and upon eligibility with the "Police And Fireman's Retirement System" and after meeting the minimum requirements under "police And Fireman's Retirement System" (i.e. age, years of service). Shall continue to receive full medical coverage payable by the Borough Of Clementon for the officer, spouse and children up to the age of eligibility according to the insurance carrier insured with on the day of the officer's retirement.

1(a). If during the course of the retirement the officer becomes deceased and the officer spouse should remarry the coverage for the spouse would be null and void.

1(b). If during the course of the retirement the officer should receive medical coverage either through the employment of the officer or the officer's spouse the Borough's medical coverage would no longer be in effect.

2. Any officer who retires in good standing due to a disability, duty related, will continue to receive full medical coverage payable by the Borough of Clementon to include the officer's spouse and children up to the age of eligibility according to the insurance carrier insured with at the date of the officer's disability.

2(a). If during the course of the disability the disabled officer becomes deceased and the officer's spouse should remarry this coverage would become null and void.

2(b). If during the course of the disability the disabled officer obtains other medical coverage either through employment or the officer's spouse the Borough's medical coverage will no longer be in effect. Exclusive of the job related disability.

3. In the event an officer is killed in the line of duty the Borough of Clementon will provide at their expense medical coverage for the surviving spouse and the officer's children. This coverage would be in effect for the officer's children up to the age of eligibility according to the insurance carrier insured with at the date of death. In the event that the officer's spouse should remarry this clause will be null and void.

4. The Borough of Clementon and the C.P.A. agree that whatever the current trend of payment/agreement exist at the time of the officers retirement/death would be in effect for article XVIII clause J (Continued Medical Coverage).

K. Clementon Borough agrees that an officer is eligible to sell back a portion of the "first unused", one hundred twenty (120) hours earned in a contract year.

As Follows: 2006 - First eighty (80) hours

*** If an officer elects to sell back the earned unused portion of sick time, Clementon agrees to make a separate payment/check payable in the first pay period in December of each contract year listed above.**

Article XIX

Disability Leave:

In the event that an employee/officer is disabled by injury or illness, which was incurred in the performance of duty or arising out of his or her employment, that individual shall be granted a leave of absence with full pay and other benefits as provided in this agreement, for a period not to exceed one year. This is conditioned upon the fact that the disability or illness must be direct result or arising out of the employment and certified as such by a physician designated by Clementon. The Municipality shall require evidence in the form of a physician's report as to the original and continuing disability of such employee/officer. Clementon may request such certifications, from time to time, during the course of the alleged disability or illness and disability payments, from any public source whatsoever, including the state disability plan and workman's compensation insurance, which may be received by the employee/officer, shall be offset against the pay received by the employee/officer.

If an employee/officer sustains injuries arising out of or in the course of performance of his employment, the time lost, as a result thereof, shall not be charged against the sick leave.

Article XX

Funeral Leave:

In the event of a death in the immediate family, an employee/officer shall be entitled a leave of absence (Funeral Leave) with pay from the date of death to the date of burial, not to exceed three working days.

Notification thereof must be given to the Chief of Police so that other arrangements can be made for manning the shift.

* Immediate Family: shall be defined for the purposes of this article to be the same definition as found in the article pertaining to sick leave. Including the Grandparents of either husband or wife.

* Special Clause:

In the event of the death of a member of the officer's family (spouse, children, step children). The officer shall be allowed to use a minimum of two weeks sick time without the requiring of a doctor's note. The officer shall be allowed to use a maximum of five (5) weeks sick time at the Chief of Police discretion. In the event an officer shall need more than five (5) weeks of sick leave the officer would then be required to get approval of the governing body.

Article XIX

Medical, Eye Examinations:

A medical and eye examination shall be required for all covered employees, once each year. These examinations shall be conducted by a physician of the officer's choosing at Clementon's expense. In the event, however, that the health insurance coverage purchased by Clementon and provided for the employee/officer shall cover the payment of said examinations, the charges shall be made against the insurance. If, however, payment by the insurance company detrimentally affects the balance of the coverage, payment shall be made directly by Clementon.. Clementon shall be provided with a copy of the results of said examinations and these results will become a part of the personnel file of each employee. These examinations shall be scheduled within one month of the anniversary date of the hiring of each employee/officer.

Article XXII

Corrective lenses:

If, during the yearly examination provided for in the article entitled "Medical, Eye Examinations". If it is determined that the employee/officer should have corrective lenses or contact lenses, either new or replacement, Clementon will pay 100% of the costs of such lenses and frames, not to exceed \$300.00. In a two year period. If during the course of duty, an employee's/officer's corrective lenses, frames, or contact lenses are damaged or destroyed. Clementon will pay 100% of the cost to repair or replace said frames, lenses or contact lenses.

Article XXIII

Clementon agrees to provide insurance coverage for each officer for liability and false arrest, in an amount including, but not limited to, all actual and compensatory damages and applicable attorney's fees. Proof of such coverage shall be on file with the Municipal Clerk. A copy of the policy shall also be maintained at the police department.

Article XXIV

Life Insurance:

Those employee's /officer's covered by this agreement shall be provided with group life insurance in the amount of \$20,000.00. The cost thereof shall be born by Clementon. It is understood, that the employee/officer, as a member of the retirement system of the state of New Jersey, may be entitled to group life insurance as provided under separate laws. In the event that Clementon decides to change insurance companies providing the above stated coverage, there shall be no detriment to the covered employee's/officer's.

Article XXV

Health Insurance Coverage:

Clementon agrees to pay for the full cost and provide medical coverage for the eligible employees/officers and their immediate families. The coverage shall consist of the New Jersey State Health Benefits Plan.

In addition all officers and their immediate families will be enrolled in the New Jersey State Health Benefits "Prescription Program" paid by the Borough of Clementon. The employee/officer shall be responsible for whatever co-payments are required by the New Jersey State Health Benefits Plan during the term of this contract.

In addition all officers will be enrolled in the New Jersey State Disability Insurance, when available to enroll, with the understanding that the officer's will pay their portion.

Dental:

Clementon agrees to provide a dental plan, to wit: The Z1 Guardian Dental Plan or Future plan of equal or greater coverage.

Article XXVI

College Credits:

During the time when an Officer is attending an institution of higher learning for the purpose of obtaining college credits applicable towards a degree or certification in law, law enforcement, or public administration, Clementon agrees that it shall pay said officer the sum of \$5.00 yearly for each college credit (to a Maximum of 60 Credits). Said payment shall be made to the officer during the time that he/she is actually enrolled in and attending said institution. The payment shall be made annually, during the first pay period in December. In view of the fact that the curriculum normally commences in September of each year, the \$5.00 sum shall be apportioned accordingly.

Article XXVI

Clothing and Equipment Allowance:

Clementon shall pay clothing and equipment allowance of \$1200.00 per year to those employees covered under this contract. Said sum of money shall be used to maintain, repair and replace duty uniforms and equipment. Officers assigned to the Detective Division shall use this money for civilian clothing, which is worn during the performance of their duties.

If Clementon changes the uniform, Clementon will bear the expense of adequate initial issue and said expense will not be deducted from the allowance, as aforesaid. It is understood and agreed that this clothing and equipment allowance is to be utilized for the purpose set forth in paragraph one. The clothing allowance shall be paid in one lump sum on the first pay period in the month of June.

Travel Expenses: "Coming And Going Clause"

Clementon agrees to reimburse each officer one (\$1.00) dollar per year for utilizing their personal vehicle(s) for travel to and from work, courts, depositions, Community Relation and other duty related or special assignments. A check will be Issued/paid to each officer within the second fiscal quarter of each contact year.

Residency Incentive: Local Purpose Tax

Clementon would like to recognize any "Full Time Police Officer" who own a residence and resides in The Borough of Clementon. By excusing their Municipal Local Purpose taxes for as long as they serve with The Clementon Police Department.

Article XXIX

Salaries:

Effective January 1, 2004, The salary rates shall be increased in accordance with the listed guides, reflecting a reduction in salary steps (Addendum A) and placement in steps by officers going through the guide program. (Addendum B) The Sergeant step will have an additional increase of \$2,000.00 in the year of 2004 and all salary step amounts are rounded off to the nearest dollar amount.

*Salary Increases For each Salary in Grade and Level for the following
Years: 2004: - 4.0% 2005: - 4.0% 2006: - 4.0%

(Addendum "A")Entry Level Patrolman : (Newly Hired Officers)

	January 1, 2004	January 1, 2005	January 1, 2006
<u>Academy level</u>	\$26,700.00	\$27,768.00	\$28,878.00
<u>Academy Grad</u>			
1 st six months	\$29,914.00	\$31,110.00	\$32,335.00
2 nd six months	\$33,128.00	\$34,453.00	\$35,831.00
<u>Level-1</u>	\$36,342.00	\$37,795.00	\$39,307.00
<u>Level-2</u>	\$40,672.00	\$42,299.00	\$43,391.00
<u>Level-3</u>	\$45,002.00	\$46,803.00	\$48,675.00
<u>Level-4</u>	\$49,333.00	\$51,306.00	\$53,359.00
<u>Level-5</u>	\$53,663.00	\$55,810.00	\$58,042.00
<u>Level-6 (Top Patrol)</u>	\$57,994.00	\$60,313.00	\$62,726.00

<u>Corporal</u>	\$58,514.00	\$60,854.00	\$63,288.00
<u>Sergeant</u>	\$61,928.00	\$64,405.00	\$66,981.00

(Addendum "B")

Ptl Grover , Moves Level 3 January 1,2004
 Level 4 January 1,2005
 Level 5 January 1,2006

Ptl Cooney , Moves Level 2 January 1,2004
 Level 3 January 1,2005
 Level 4 January 1,2006

Ptl Boyle , Moves Level 1 January 1,2004
 Level 2 January 1,2005
 Level 3 January 1,2006

Ptl Clark , Moves Level 2 January 1,2004
 Level 3 January 1,2005
 Level 4 January 1,2006

New Hire's anniversary date for the step program , will be the date of graduation from the Police Academy or date of hire if trained.

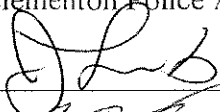
* Fifty Third (53 RD) Week/Pay period

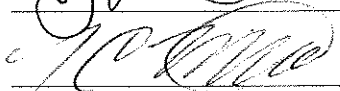
In the event a Fifty Third (week/pay period) occurs in a calender year. The Borough of Clementon agrees to allow an officer to (deduct/sell back) an additional (40 hours) in that year, from his/her accumulated (Vacation, personal or Sick days) in any combination. For the purpose of making up for the Fifty Third (week/pay period) without making additional deductions from their annual salary .

In witness whereof, the parties hereto agree to the following Addendum on Articles negotiated will be active on January 1, 2006.

The date of this agreement and have set their hands and seals on this 30th day, of December 2005.

Clementon Police Association





FOP New Jersey Labor Council Inc.

Borough of Clementon

