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AGREEMENT

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Between
Warren Township
TOWNSHIP OF WARREN
(SOMERSET) COUNTY, NEW JERSEY

RUTGERS UNIVERSITY

And

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.
WARREN TOWNSHIP LOCAL NO. 235

EFFECTIVE: January 1, 1988 through December 31, 1990

Kunzman, Coley, Yospin & Bernstein
Township Attorneys
15 Mountain Boulevard
Warren, New Jersey 07060
(201) 757-7800

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PREAMBLE

This general Agreement is made and entered on this day of 1988, by and between the TOWNSHIP OF WARREN, a municipality in the County of Somerset, hereinafter referred to as the "Township", and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., WARREN TOWNSHIP LOCAL NO. 235, hereinafter referred to as the "Association", and represents the complete and final understanding on all negotiable issues by the Township and the Association.

WHEREAS, the Township has an obligation pursuant to N.J.S.A. 34A-1, et seq., as amended, to negotiate with the PBA as the representative of Officers hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties hereto have carried on collective negotiations for the purpose of developing and concluding a general contract covering wages, hours of work and other conditions of employment in order that more efficient and beneficial public service may be rendered;

NOW, THEREFORE, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Officers of the Township recognized as being represented by the Association, as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Township hereby recognizes the Association as the sole and exclusive representative of all the Officers in the negotiating unit, consisting of all sworn regular, full time Patrolmen, Sergeants and

Lieutenants who are members of the Police Department of the Township of Warren, New Jersey, now employed or hereafter employed, except the Chief of Police, for the purpose of collective negotiations.

Section 2. Both parties agree to renegotiate for the omission of Lieutenants from the PBA contract negotiations and to consider formation of two bargaining groups when the Police Department attains a level of twenty patrolmen.

Section 3. This Agreement shall be binding upon the parties and their successors.

ARTICLE II

PROCEDURE FOR COLLECTIVE NEGOTIATIONS

Section 1. Collective negotiations with respect to appropriately negotiable matters shall be conducted by the duly authorized representative of each of the parties.

Section 2. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Officers who may be designated by the Association to participate in collective negotiating meetings called for the purpose of the negotiation of a collective Agreement will be excused from their work assignments without loss of regular straight time pay, provided, however, that not more than two (2) such Officers shall be so designated at any one time. A member of the negotiating team that is attending a negotiation session during an off duty period will not be compensated.

Section 4. Additional representatives of each party, not exceeding five (5), may participate in collective negotiating meetings if satisfactory to both the Association and the Township.

ARTICLE III

DISCRIMINATION AND COERCION

The parties to this Agreement agree that there should be no discrimination, interference or coercion by the Township or the Association because of an Officer's membership or non-membership or activity or inactivity in the Association. Neither the Township nor the Association shall discriminate against any Officer because of race, creed, color, national origin, political affiliation, or sex.

ARTICLE IV

MANAGEMENT OF TOWNSHIP AFFAIRS

Section 1. The Township 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, the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities and the activities of its Officers;

2. To hire all Officers and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer Officers. Certain terms of promotion are set forth in Article XI hereof;

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

Section 2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of Warren Township.

Section 3. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under Title 40 and Title 40A of the New Jersey Statutes or any other national, state, county or local laws or ordinances.

ARTICLE V

VACATION PAY

Section 1. The following vacation pay shall be deemed earned by all regular, full time Police Officers for completed, uninterrupted, years of service with the Warren Township Police Department as indicated:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF DAYS</u>		
	<u>1988</u>	<u>1989</u>	<u>1990</u>
0 to 1	7 work days	7 work days	7 work days
1 complete to 5	12 work days	12 work days	12 work days
5 complete to 10	16 work days	16 work days	16 work days
10 complete to 13	21 work days	21 work days	22 work days
13 complete to 16	22 work days	22 work days	23 work days
16 complete to 19	23 work days	23 work days	24 work days
19 complete to 22	24 work days	24 work days	25 work days
22 complete to retirement	25 work days	25 work days	26 work days

Section 2. The cut-off date for determining length of service for vacation purposes shall be January 1st of each year.

Section 3. New (first calendar year) Police Officers shall receive one (1) day vacation plus one (1) day of additional vacation for each two

(2) months worked. The Officer's date of hire shall be rounded off to the nearest first of the month. (The 14th of a month with 28 days will be rounded down and the 15th of a 30 day month will be rounded down.)

Section 4. The vacation year shall coincide with the calendar year, and vacations shall not be allowed to accumulate from year to year, but must be completed in each calendar year.

Section 5. Vacations will be pro rated based upon length of service from January 1 to date of separation in calendar year when separation occurs for any Officer who leaves the employ of the Township Police Department. Any unearned vacation time taken shall be reimbursed to the Township from the Officer's final pay check.

Section 6.

A. Selection of vacation is based on rank and seniority.

B. All personnel may select their entire vacation allotment on their first selection.

C. All vacation selection will be chosen by April 15th, with the exception of a maximum of five single days which each person may save but must select by September 15th.

D. Anyone desiring vacation before April 15th, may request same.

E. Any conflict of vacation choices will be resolved by the Chief of Police or his designee.

F. Listed below are the formulas which may be used for vacation selection; the term "you" throughout this subsection shall be defined as all sworn Police Officers:

(a) You may take all your days consecutively.

- (b) If you are entitled to twelve days, you must use a minimum of four days consecutively, and may use the remaining days as single day selections. You must select seven of your vacation days by April 15th.
- (c) If you are entitled to sixteen days, you must use a minimum of eight days consecutively, or in two four-day blocks, and you may use the remaining days as single day selections. You must select all but five of your vacation days by April 15th.
- (d) If you are entitled to twenty-one or more vacation days, you must use a minimum of twelve days consecutively, or in three four-day blocks, and may use the remaining days as single day vacations. You must select all but five of your vacation days by April 15th.

G. List your vacation requests on Official Correspondence and submit to the Chief of Police or his designee. If any part of your vacation request is denied, you will be notified as soon as possible so that you can make another selection.

H. Listed below are the dates by which you must select your vacation and submit the same to the Chief of Police or his designee. If you do not select your vacation by the date listed for you, you may forfeit your seniority on your choice.

February 17th - Lieutenants and Sergeants
March 3rd - Top Senior Patrolmen
March 17th - All Other Patrolmen
March 31st - Other Personnel

ARTICLE VI

CLOTHING ALLOWANCE

Section 1. All full time Police Officers covered by this Agreement shall be paid an annual clothing maintenance allowance in the total amount of \$675.00, and said Officers shall provide for their own clothing and equipment, (except guns and ammunition which the Township shall continue to provide), and for maintenance of said clothing and equipment. All clothing and equipment shall conform to the current uniform policy of the Department. Should the Township require a major change in uniforms, such that the existing uniforms are no longer usable, the Township will negotiate with the P.B.A. concerning a one-time adjustment in the allowance for purchase of the new uniform. All Police Officers covered by this Agreement shall be subject to inspections to insure compliance with the Departmental uniform policy and for any other purposes for which inspections may be held. Failure to comply with the Departmental uniform policy may result in disciplinary action against the offending Police Officer.

Section 2. The clothing maintenance allowance set forth above shall be payable to Police Officers covered by this Agreement in the first pay period after the budget is adopted.

Section 3. New Officers shall receive an initial uniform issue from the Township. New Officers shall not be paid a clothing allowance during the first twelve (12) months of service. A clothing allowance will be paid to the new Officer on a pro rated basis (date of hire rounded as set forth in Article V, Section 3) to the Officer for the number of months worked from date of hire to December 31st. The payment will be made the first of the month following the first anniversary of the Officer's hire. (By way of

example: The officer is hired on April 15, 1988, the pro rated payment will be on May 1, 1989.)

Section 4. If the services of a Police Officer covered by this Agreement are terminated for any reason, clothing maintenance allowance provided for herein shall be pro rated based upon his or her length of service from January 1 to his or her date of separation of the calendar year in which his or her separation occurs. If a Police Officer receives more than his or her pro rata entitlement of clothing maintenance allowance during the calendar year of separation, the Township may deduct the unearned portion of said allowance from his final pay check.

ARTICLE VII

WAGES

The parties recognize the need for continued high quality service to the community, and the parties agree to cooperate with each other to provide this service. The PBA and each Police Officer will maintain and, wherever reasonably possible, increase their level of productivity and thereby continue to improve services to the community; and the Township agrees to cooperate with the Union to accomplish this objective. In recognition of this pledge of continued high service and improved productivity, the Township agrees to improve the salaries for all Officers covered by this Agreement. Accordingly, the annual basic wage for Officers currently employed by the Township for each of the classifications shown for the period designated shall be as follows:

<u>RANK</u>	<u>EFFECTIVE 1/1/88</u>	<u>EFFECTIVE 1/1/89</u>	<u>EFFECTIVE 1/1/90</u>
Lt. 1st Grade	\$41,702	\$44,621	\$47,745
Lt. 2nd Grade	\$39,299	\$42,050	\$44,994
Sgt. 1st Grade	\$36,893	\$39,475	\$42,238
Sgt. 2nd Grade	\$34,487	\$36,901	\$39,484
Ptl. 1st Grade	\$32,226	\$34,482	\$36,896
Ptl. 2nd Grade	\$29,950	\$32,047	\$34,290
Ptl. 3rd Grade	\$27,677	\$29,614	\$31,687
Ptl. 4th Grade	\$25,399	\$27,177	\$29,079
Ptl. 5th Grade	\$23,130	\$24,749	\$26,481
Ptl. 6th Grade	\$20,855	\$22,315	\$23,876

ARTICLE VIII

LONGEVITY

Section 1. All full time, regular Police Officers of the Warren Township Police Department are entitled to a two (2%) percent increase in base salary for every completed, uninterrupted four (4) years of Police service in Warren Township, with a maximum longevity increase of ten (10%) percent which is arrived at after completion of twenty (20) years of Police service.

Section 2. "Base Salary" is hereby defined as the regular, straight time salary paid for the particular rank and class of Police Officer as reflected in the appropriate schedule of the Warren Township Salary Ordinance, excluding overtime and any fringe benefits.

ARTICLE IX

WORKING TIME AND ATTENDANCE ON JOB

Police Officers shall work in accordance with the schedule established by the Chief of Police. Unless a Department or certain positions within a Department are regularly assigned a greater number of hours per week, the total hours of work for full time Police Officers shall be forty (40) hours of work per week. During an emergency, the Officer in charge may vary the work hours as necessity dictates.

Police Officers are entitled to a break of one-half ($\frac{1}{2}$) hour per day for each eight (8) hour normal work day, which shall be considered the lunch break, so long as one Officer remains on patrol during said break.

ARTICLE X

PROBATIONARY PERIOD

Each Police Officer shall be required to complete one (1) year of probationary service from the effective date of appointment before receiving a permanent appointment. The said probationary period may be extended for up to an additional three (3) months by the Township Committee upon the recommendation of the Chief of Police. Each new Police Officer shall be required to satisfactorily complete a basic police training program recognized by the New Jersey Police Training Commission during the probationary first year as part of his or her requirements for permanent appointment.

ARTICLE XI

PROMOTIONS

Section 1. The Township Committee shall determine promotion lists by using written and oral testing, together with consideration of the last three (3) superior officers' evaluations and input from the Chief of Police.

Section 2. Where the Township Committee, after consultation with the Chief of Police, finds that no Officer has the requirements for promotion to any vacancy which may exist, it may order an open competitive examination, to be held for Officers within the next lower rank.

Section 3. Requirements for promotions are:

(a) **Sergeant's Rank**

- (1) 3 years service in full time Patrolman's grade with a minimum of 3 years in the Township.
- (2) Satisfactory completion of written and oral examination and evaluation.
- (3) 30 college credits which are needed to acquire a degree.

(b) **Lieutenant's Rank**

- (1) One year service in Sergeant rank in the Township.
- (2) Satisfactory completion of written and oral examination and evaluation.
- (3) 60 college credits which are needed to acquire a degree.

(c) **Captain's Rank**

- (1) One year service in Lieutenant rank in the Township.
- (2) Satisfactory completion of written and oral examination and evaluation.
- (3) 60 college credits which are needed to acquire a degree.

Section 4. Whenever a vacancy exists or a new position is created, such new position shall be posted on the official bulletin board. Police Officers shall receive 90 days notice of the date of any promotional written or oral examination. At the same time as such notice is posted, Officers shall be notified of the weight that shall be given to each respective part

of the test, the type of test, by whom the test shall be administered and, if possible, study references. The Township Committee, prior to determining the weights to be assigned to the respective parts of the said examination, will consult with PBA representatives. The ultimate weight to be assigned shall be at the Township Committee's discretion.

All Officers who believe they possess the necessary qualifications may apply for the promotional process. Such applications should be by letter, addressed to the Township Administrator, and filed before the deadline specified.

ARTICLE XII

RECALL

Any Officer who is called back to work after having completed his or her regularly scheduled shift shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) the straight time hourly rate of pay with a minimum guarantee of three (3) hours work or pay in lieu thereof.

ARTICLE XIII

OVERTIME

Section 1. All work in excess of the regularly scheduled daily hours shall be considered overtime, and shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) the straight time hourly rate. Payment of overtime shall continue to be made during the current and next succeeding pay periods as it is earned. Compensatory time off, in lieu of cash payment for overtime, may be given to Police Officers throughout each contract year, provided that not more than thirty-two (32) hours of compensatory overtime is accumulated at any one time by an Officer. Officers shall be allowed to accumulate not more than twenty-four (24) hours of compensatory time generated from

the patrol function within each calendar year. The granting of compensatory time off shall not create additional overtime, and shall be scheduled by the Chief consistent with the needs and efficient operation of the Department.

Section 2. The Chief may, at his discretion, call up to a maximum of two (2) departmental meetings per year and all Officers are required to attend such meetings, unless excused by the Chief. Those Officers not on duty shall be compensated for attending such meetings.

Section 3. Effective on the date this contract is signed, compensation for outside work performed by Police Officers shall be at the rate of \$16.00 per hour in 1988, \$17.00 per hour in 1989 and \$18.00 per hour in 1990 for schools, churches and Township functions and \$23.00 per hour for private contractors in 1988 and \$24.00 per hour in 1989 and \$25.00 per hour in 1990. Such outside work is not considered as work for and in behalf of the Township and no additional compensation, such as premium pay or compensatory time shall be paid for such work above the hourly rates hereinabove set forth, nor shall such outside work be used as a basis to claim overtime compensation for regular Township work.

ARTICLE XIV

COURT TIME

Section 1. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Officer covered under this Agreement shall be required to attend a Municipal Court, Superior Court, Grand Jury proceeding, or other courts or administrative bodies, pursuant to his or her duties as a Police Officer.

Section 2. All such required court time shall be considered as overtime and shall be compensated at the time and one-half (1½) hourly rate as paid

overtime compensation.

Section 3. If an Officer is required to appear in court pursuant to Section 1 of this Article, he or she shall be guaranteed three (3) hours of overtime pay.

ARTICLE XV

SICK LEAVE

Section 1. Full time Police Officers shall receive sick leave on the following basis:

A. Full time Police Officers shall be entitled to unlimited sick time up to a period of one (1) year, to be granted by the Township Committee, for cause, when needed, in three (3) month periods.

B. A doctor's certificate shall be required if the Officer is absent for three (3) consecutive days.

Section 2. In order to reduce the amount of working time lost due to sick leave, the Township will continue its "sick leave bonus plan" which shall consist of the following benefits:

A. If a Police Officer covered by this Agreement loses no time from work due to sickness for six (6) consecutive months, he or she shall receive one (1) day off at his or her regular straight time rate, to be taken within the next six (6) consecutive months.

B. The Township reserves the right to modify or eliminate this "sick leave bonus plan" unilaterally, and the exercise of this unilateral right to modify or terminate the "sick leave bonus plan" shall not constitute a reopening of this Agreement, nor shall it require the Township to negotiate or reach Agreement with the Association concerning exercise of this unilateral right of modification or termination.

Section 3. The Township reserves the right to have any Officer reported or reporting as ill or sick to be examined by a physician designated by the Township. The Township will pay for the examination and all related expenses if it requires an Officer to submit to this examination.

If an Officer uses ten (10) days sick leave in any calendar year, the Chief may require the Officer to produce a doctor's certificate for any additional sick leave in the same year.

The Township may require any Officer who has been off duty for a continuous period longer than ten (10) working days to furnish the Township with a physician's statement that the Officer is physically fit and able to resume his or her duties, and the Township shall also have the right to have such Officer examined by a physician of its own choice to determine whether or not such Officer is able to resume his or her duties and employment.

ARTICLE XVI

SHIFT CHANGES

There shall be a minimum duty free period of eight (8) hours between shifts except in extreme emergency.

ARTICLE XVII

WORK IN HIGHER RANK

When a senior patrol Officer is in charge for half a shift or more when a supervisor is not available (working), he or she shall receive additional compensation equal to one hour's pay at his or her overtime rate.

ARTICLE XVIII

INSURANCE

Section 1. The Township shall provide insurance coverage to Officers

included under this Agreement, protecting them from criminal and civil suits arising out of the performance of their duties.

Section 2. The existing dental insurance provided to the Officers will be upgraded to what is designated as UCR Plan II and also to include family coverage. The Officers will be responsible for fifty percent of the upgrade cost from the existing dental plan to the said new plan and the Township the remaining fifty (50%) percent. Relative to family coverage, the Township will pay an amount equal to the charge for the existing dental plan single person coverage and fifty (50%) percent of the increase over that amount to upgrade the same to family coverage. By way of example: single coverage - existing rate: \$12.44, Township pays that sum; new rate: \$13.44, employee pays \$.50 and Township pays \$.50, for a total of \$12.94; family coverage - existing rate - not offered, Township will pay \$12.44; new rate: \$30.40, employee pays \$8.98 and Township pays \$8.98 for a total of \$21.42. The dental insurance coverage described herein shall be effective as of June 1, 1988.

Section 3. Blue Cross, Blue Shield, Major Medical, Rider J coverage for all Officers is part of this contract.

Section 4. Health Benefits for Retirees:

A. Will be extended to Officers who have served as a Police Officer in New Jersey for at least 25 years with at least 20 years in Warren Township.

B. The Township will pay up to a maximum of \$2,000.00 per year towards health benefits for retirees. Any additional premiums that are required shall be the Officer's sole responsibility.

C. An Officer who, during retirement, accepts another position of employment for which he or she is eligible for medical benefits, must elect the benefits from that employer. If any Officer is no longer provided

medical insurance by a subsequent employer, the Township will provide an insurance plan for the Officer and will pay the premiums for the same up to a limit of \$2,000.00

D. If this health benefit is provided in the future by State Law, the legislation will supersede this contract provision, and the same will be of no effect provided the State offered plan is equal to or better than the coverage being provided by the Township.

E. Upon the death of a retiree, the Township will pay up to a maximum of \$2,000.00 annually towards the cost of medical benefits for the spouse and qualifying dependants. In the event the spouse remarries, she/he will lose this entitlement. In the event the dependants are no longer eligible for coverage under the plan rules, they will lose this benefit.

F. This benefit will be effective January 1, 1990.

ARTICLE XIX

BINDING ARBITRATION

Should the parties be unable to agree on an acceptable Agreement at the termination of this one, the disputed issues shall be submitted to binding arbitration, pursuant to the Laws of the State of New Jersey. All disputed issues shall be presented to the Public Employment Relations Commission for the selection of an arbitrator, whose decision shall be final and binding on all the parties. The filing fee, fees and expenses of the arbitrator shall be borne equally by the parties.

ARTICLE XX

ASSOCIATION DELEGATE

The Township agrees to grant a complete day off without loss of pay to one (1) member of the negotiating unit selected by the membership as

delegate to attend the regular monthly meeting of the State P.B.A. The Township also agrees to grant complete time off for the delegate and one (1) alternate member to attend the regular State Convention.

ARTICLE XXI

GRIEVANCE PROCEDURE/DISCIPLINARY ACTION REPRESENTATION/PERSONNEL FILE

The Township Committee shall recognize and deal with the Officers and members of the Police Department for the adjustment of any grievances which may arise in accordance with the following procedure:

The term "grievance", as used herein, means any controversy, difference or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual of the Association.

STEP 1 - The grievance shall be presented by the Officer, in writing, to the immediate supervisor. After a full disclosure of the facts, the supervisor must make every effort to reach a satisfactory settlement to the aggrieved Officer.

STEP 2 - If the supervisor cannot make an immediate settlement, the aggrieved Officer shall resume regular duties and the grievance and decision shall be forwarded to the next higher superior officer of the unit to which the Officer is attached. This superior officer shall give his reply in writing.

STEP 3 - If the settlement is not satisfactory, then the grievance shall be forwarded through the chain of command to the Chief of Police for his attempt at a satisfactory settlement or adjustment.

STEP 4 - If the grievance is still unresolved, then the grievance shall be referred to the Township Committee.

Any member must be informed that an entry is being placed in his or her personnel file. Upon this notification, said member can review the entry and shall be given the opportunity to respond to that entry in writing. Said response is to be attached to the entry and is to become a part of his or her personnel file.

At the Officer's request, the Officer shall be entitled to have another Warren P.B.A. member present with the Officer during a disciplinary hearing. The hearing shall not be unreasonably delayed as a result of the inability of the P.B.A. member being available for attendance. The attending P.B.A. member shall be of a rank equal to or lower than the Officer for whom the hearing is being held.

ARTICLE XXII

RULES AND REGULATIONS

Section 1. The rules and regulations presently in effect with respect to the operation of the Police Department and the maintenance of discipline shall be maintained unless modified.

Section 2. The Township may establish and enforce new rules and regulations or modify existing rules and regulations, provided same do not conflict with the terms of this Agreement.

ARTICLE XXIII

HOLIDAYS

Section 1. Police Officers covered by this Agreement shall be entitled to fourteen (14) holidays per year. Following are the fourteen recognized holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day

Veteran's Day
Columbus Day
General Election Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day
Officer's Birthday

Section 2. The payment of unused holidays shall be made in a separate check and not incorporated into the Officer's normal work check, payable in the first pay period in December. Police Officers who work on a holiday shall receive their regular shift duty pay.

If the services of a Police Officer are terminated for any reason, he or she shall be entitled to payment for those holidays which have occurred between January 1 and the date of his or her separation during the calendar year in which his or her separation from service with the Township Police Department took place.

Section 3. Holidays may be taken throughout the year at the Officer's discretion with the approval of the Chief of Police. Any day so taken will be deducted from the Officer's entitlement to holiday pay in December.

ARTICLE XXIV

MEDICAL EXAMINATION

The Chief of Police shall schedule medical examinations for all Police Officers annually and said examinations shall include an EKG for each Officer once he or she reaches age 40.

ARTICLE XXV

TUITION REIMBURSEMENT

The Township agrees to reimburse all Police Officers covered by this Agreement in the amount of fifty (50%) percent of the cost of tuition for any college course taken which relates to Police duties, provided the Officer

successfully completes said course. If a Police Officer leaves the employ of the Township Police Department within six months after receiving the tuition reimbursement, he or she shall refund said tuition payment to the Township which may be deducted from his or her final paycheck.

ARTICLE XXVI

BEREAVEMENT LEAVE

All Officers covered by this Agreement shall be entitled to leave without loss of pay for all time lost from work from the date of death to and including the day of burial up to a maximum of five (5) days when a death occurs in the immediate family of the Officer and three (3) days to attend the funeral of grandparent, grandchild, brother-in-law, sister-in-law, aunts and uncles, if needed. The term "immediate family" is defined to mean husband, wife, child, parent, brother, sister, mother-in-law or father-in-law of a full time Officer covered hereunder, it being understood and agreed that bereavement pay shall only be paid once for death of mother-in-law and once for death of father-in-law. In special circumstances, the Chief shall have the discretion to extend such leave. The term "brother-in-law" shall include only: the brother of one's spouse, the husband of one's sister, the husband of one's spouse's sister. The term "sister-in-law" shall include only: the sister of one's spouse, the wife of one's brother and the wife of one's spouse's brother.

ARTICLE XXVII

MILITARY MEMBERSHIP

Any Officer who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the armed forces of the United States and is required to engage in field training, shall be granted

a military leave of absence with differential for the period of such training as is authorized by law. This leave of absence shall be in addition to his or her vacation.

ARTICLE XXVIII

POLICE AND FIREMEN'S RETIREMENT SYSTEM

All eligible full time Police Officers shall be enrolled in the Police and Firemen's Retirement System.

ARTICLE XXIX

MILEAGE ALLOWANCE

If a Police Officer uses his or her own vehicle for transportation on official assignments, he or she shall be entitled to receive a mileage allowance of twenty-one (21¢) cents per mile, computed to and from Warren Township Police Headquarters.

ARTICLE XXX

EVALUATIONS

All Patrolmen will be evaluated in accordance with existing procedures three (3) times in each calendar year. The said evaluations must be at least three (3) months apart. All Sergeants and Lieutenants will be evaluated in accordance with existing procedures two (2) times in each calendar year. The said evaluations must be at least four (4) months apart.

ARTICLE XXXI

MISCELLANEOUS

Section 1. Copies of this Agreement shall be supplied to all Police Officers.

Section 2. If there is any conflict between the terms of this Agreement and any ordinance, the terms of this Agreement shall prevail.

Section 3. This Agreement shall not be modified in whole or in part by the parties except by an agreement, in writing, duly executed by both parties.

ARTICLE XXXII

SAVINGS CLAUSE

It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstance shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE XXXIII

TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 1988 and shall remain in full force and effect through December 31, 1990, and thereafter from year to year until terminated; except if either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, it must notify the other party, in writing, no sooner than one hundred twenty (120), nor less than ninety (90) days prior to such expiration date.

Section 2. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at

the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this 2nd day of June, 1988.

ATTEST:

Doris Lortie
Doris Lortie, Township Clerk

TOWNSHIP OF WARREN
SOMERSET COUNTY, NEW JERSEY

BY: Paul Archbold
Paul Archbold, Mayor

BY: Susie H. Boyce
Susie H. Boyce

BY: John Zardo
John Zardo

BY: Frank Salvato
Frank Salvato

BY: George Dealaman
George Dealaman

ATTEST:

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
WARREN TOWNSHIP LOCAL NO. 235

BY: Douglas Colabrese

BY: Richard C. Hinchen

BY: Walter J. Doney

**ADDENDUM TO AGREEMENT
BETWEEN
TOWNSHIP OF WARREN
AND
N.J. STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.
WARREN TOWNSHIP LOCAL NO. 235**

WHEREAS, it has become apparent that it is in the best interests of both parties to the above Agreement that the same be amended as follows:

Article V, Section 2 - reworded to read: "The cut-off date for determining length of service for vacation purposes shall be July 1st of each year.

and

WHEREAS, both parties have agreed that the execution of this Amendment shall not be deemed a re-opening of negotiations, but shall be viewed only as a simplified approach to remedy a certain deficiency in the existing contract.

NOW, THEREFORE, it is agreed as follows:

1. Section 2 of Article V, "Vacation Pay", shall be amended to read as follows:

The cut-off date for determining length of service for vacation purposes shall be July 1st of each year.

2. This Amendment to Contract shall not be deemed a re-opener of the existing agreement between the parties and is limited to the above change only. All other terms of the contract which are unchanged herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this 2nd day of February, , 1989.

ATTEST:

Doris Lortie
Doris Lortie, Township Clerk

TOWNSHIP OF WARREN

BY: J. P. Zande
John Zande, Mayor

N.J. STATE POLICEMEN'S BENEVOLENT
ASSOCIATION, INC.
WARREN TOWNSHIP LOCAL NO. 235

BY: James J. Mar Tano

BY: Richard W. Jones

BY: Angelo Paolillo