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COLLECTIVE AGREEMENT

BY AND BETWEEN

Galloway Township et  
THE TOWNSHIP OF GALLOWAY

AND

POLICEMEN'S BENEVOLENT ASSOCIATION,  
MAINLAND LOCAL #77

January 1, 1988 through December 31, 1989

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AGREEMENT

This Agreement, dated the            day of            , 1988,  
by and between the Township of Galloway, County of Atlantic and  
State of New Jersey, hereinafter referred to as "township" and  
the Policemen's Benevolent Association, Mainland Local #77,  
hereinafter referred to as "PBA #77."

ARTICLE 1: PURPOSE

This Agreement is entered into pursuant to the provisions  
of Chapter 303, Laws of 1968 (N.J. Revised Statute 34:13A-5.1,  
et seq.) of the State of New Jersey to promote and ensure  
harmonious relations, cooperation and understanding between the  
township and its employees, to provide for the resolution of  
legitimate grievances and to prescribe the rights and duties of  
the township and its employees, all in order that the public  
service shall be expedited and effectuated in the best interest  
of the citizens of the Township of Galloway.

ARTICLE 2: EMPLOYEE REPRESENTATIVE

2.1 Majority Representative: The township recognizes the majority representative of PBA #77 as the exclusive negotiating agent for all regularly appointed, full time police personnel within the Township of Galloway, hereinafter referred to as the "employees." The township and the employees agree that the majority representative of PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for the adjustment of disputes and grievances and all other related matters.

2.2 Steward: The PBA #77 shall appoint a Patrolman of the Galloway Township Police Department as the PBA steward for the duration of this agreement and, in his absence, another Patrolman as the alternate steward and they shall be granted all of the rights and privileges of that position.

ARTICLE 3: GRIEVANCE PROCEDURE

3.1 Definition: A grievance is any dispute between the parties concerning the application of/or interpretation of the agreement or any complaint by any employee as to any action or non-action which violates any right arising from his or their employment.

3.2 Grievance Steps:

A. Step One: Any and all grievances by an employee and responses thereto by the township shall be submitted to the steward of the PBA in writing within ten (10) days of its occurrence or the knowledge of its occurrence. The steward shall screen and process all grievances with the Chief within fifteen (15) days of written receipt. The resolution of grievances shall take place without discrimination and irrespective of membership in or affiliation with the PBA #77.

B. Step Two: If the grievance is not resolved within ten (10) days after presentation to the Chief, the grievance shall be submitted to the Township Manager within ten (10) days of the Chief's written decision or the tenth (10th) day following the Chief's receipt of the grievance, whichever is later.

C. Step Three: The Township Manager must render a written decision regarding the grievance within fifteen (15) days of receipt of the recommendation of the Chief of Police.

D. Step Four: In the event that grievance is not resolved in Step Three, either party may refer the matter for impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the New Jersey Public Employment Relations Commission within fifteen (15) days of receipt of the decision in Step Three that they are moving a grievance to arbitration and shall request that a list of arbitrators be furnished to the township and the steward.

E. If the township and steward cannot mutually agree to a satisfactory arbitrator within fifteen (15) days of receipt of the list from the commission, the commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and, within the meaning of this agreement, he shall render his award in writing which shall be final and binding on all parties. The cost of the arbitrator's fee shall be shared equally by the township and PBA #77, as required in Chapter 303, Laws of 1968.

F. Any steward or officers of PBA #77 employed by the township whose presence is required in the grievance procedure, shall be released from work without loss of pay for such purpose and any witnesses employed by the township,

reasonably required, shall be made available during working hours without loss of any pay for the purpose of the disposing of any grievance or arbitration matter.

G. Time extensions in any step of the grievance procedure may be mutually agreed to by the township and the committee. All such extentions shall be in writing and signed by a representative of the township and of the steward.

ARTICLE 4: NON DISCRIMINATION

The township and employees both recognize that there shall be no discrimination by reason of sex, creed or racial origin with respect to employment, employment conditions and/or promotions. The township further agrees that it will not interfere with nor discriminate against an employee because of membership in or affiliation with or legitimate activity on behalf of PBA #77. The township will not encourage membership in any other association or union nor do anything to interfere with the representation of the employees by PBA #77.

ARTICLE 5: BULLETIN BOARD

The township shall permit the use of a bulletin board located in the police department in an area accessible by all employees therein, to PBA #77 for the purpose of posting notices concerning PBA business and activities.



ARTICLE 6: MANAGEMENT RIGHTS

6.1 It is understood by PBA #77 and the employees that nothing contained in the agreement shall alter or deprive the township of any of its rights to govern the police department as set forth in the Township Charter or any State law or regulation.

6.2 The township, PBA #77 and the employees understand and agree that the supervisory officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this agreement and they shall be objective in their dealings with all personnel subordinate to them.

ARTICLE 7: STRIKES

The PBA #77 and the employees assure and pledge to the township that their goals and purpose are such as not to condone strikes, work stoppages, slowdowns, sickouts or any other such method which would interfere with police service to the public or violate the Constitution and Laws of the State of New Jersey. The PBA #77 and the employees pledge not to initiate such activities nor advocate or encourage other employees to initiate the same. The PBA #77 and the employees will not support any member of the association acting contrary to this provision.

ARTICLE 8: POLICEMEN'S RIGHTS

The Police Officers' Bill of Rights shall provide but shall not be limited to the following . . . Nothing contained herein shall negate any rights granted by any State, Local or Constitutional Law or Decision.

8.1 Political Activity: Except when on duty or whenever acting in his official capacity, no police officer shall be prohibited from engaging in political activity.

8.2 Investigations of Police Officers: Whenever a police officer is to be investigated or is under investigation, the officer is to be made aware of the investigation upon its commencement.

If a police officer is subjected to interrogation by his commanding officer and/or any other officer of the police department for any reason which could lead to disciplinary action, demotion, dismissal, transfer, or criminal action or charges, such interrogation shall be conducted under the following conditions:

2-1: The interrogation shall be conducted at a reasonable hour, preferably at a time when the officer is on duty with reasonable notice being given unless the seriousness of the investigation is of such a degree that an immediate interrogation is required, and if such interrogation does occur

during the off duty time of the officer being interrogated, he shall be compensated for such off duty time in accordance with regular department procedures.

2.2: The investigating officer shall designate the location at which the interrogation shall take place. It shall be at (1) the office of the command of the investigating officer; or (2) the station, bureau or unit in which an incident allegedly occurred; or (3) at the actual location where the incident allegedly occurred, in which latter event no non-officer complainant shall be allowed to be present. If circumstances preclude the selection of any of the above, then the investigation shall be conducted at any other place selected by the interviewing officer in consultation with the officer under investigation.

2-3: The officer under investigation shall be informed prior to such interrogation of the rank, name and command of the officer in charge of the investigation, the interrogating officers, and all persons who will be present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through no more than two (2) interrogators.

2-4: All complaints must be reduced to writing as soon as possible. The officer under interrogation shall be informed in writing of the nature of the investigation prior

to any interrogation, and he shall be informed, in writing of the names and addresses of all complainants, provided, however, that the investigating officer of a complaint may be the complainant.

2-5: Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary, provided that no period of continuous questioning shall be longer than thirty (30) minutes duration without the officers' consent.

2-6: The officer under interrogation shall not be subjected to offensive language or threatened with transfer or any disciplinary action. No promise of reward or favorable treatment shall be made as an inducement to answering any question. The police department shall not cause him to be subjected to visits by the press or news media without his express consent, nor shall his home address, telephone number or photograph be given to the press or news media without his express consent.

2-7: The complete interrogation of the officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. At the request of the

officer, a copy of the interrogation shall be furnished to him if transcribed, and if further proceedings are contemplated by the police department or any other agency. If a tape recording is made of the interrogation, the officer shall have access to a copy of the tape if any further proceedings are contemplated.

8.3 Advice of Rights:

3-1: A police officer is a citizen of the United States and of the State of New Jersey and as such, is entitled to all the rights and privileges guaranteed by the Constitution and Laws of the United States and of the State of New Jersey.

3-2: The officer has the right not to incriminate himself by answering questions, oral or written, propounded to him in the course of a departmental or criminal investigation. Nor shall the officer be compelled to give a statement oral or written relating to said investigation without first being read and having waived his miranda rights.

3-3: At any point during the investigation, the officer has the right to retain counsel of his choice at his own expense, and to have said counsel present to advise at all stages of the proceeding against and/or interrogation of the officer. At the request of the officer, the PBA representative will be present at any interview/interrogation of said officer. The representatives purpose shall not be to advise but to

witness the conduct of said procedure to insure compliance with this section (Article 8). No dismissal, demotion, transfer, suspension, reassignment, denial of promotion or reassignment or other personnel action which might result in the loss of pay and benefits which might be considered a punitive measure shall be taken against an officer by reason of his lawful exercise of his constitutional rights and/or the rights granted herein and/or the exercise of his rights to initiate and pursue a grievance.

3-4: In the event that the department chooses to proceed criminally against the officer for any violation of the law, no interrogation shall take place unless a representative or counsel of the officers' choosing is present. The representative or counsel selected by the officer may counsel the officer prior and during the interrogation and object to any questions asked, and the interrogation will immediately terminate at the request of the officer or his representative or counsel.

3-5: In the course of any interrogation, the officer shall have the right to name witnesses who shall be interviewed by the investigating officer.

3-6: Nothing in the foregoing shall abridge the right of the commanding officer to counsel with, advise, or admonish an officer under his command in private.

3-7: At the conclusion of any interrogation, the officer shall have the right to make an oral presentation for

the record, or read a written statement into the record. The member shall, if requested, have the right to a brief recess period prior to said oral presentation or said reading of a written statement.

3-8: Any complaint against an officer which has been exonerated or unfounded shall be expunged and removed from all departmental and township personnel files and records. All investigative materials, records and notes shall be received, if desired, by the officer and/or his counsel. After review, the file shall be sealed and filed only under the custody and care of the Chief of Police. Said file shall not, in any way, be used against the officer in any personnel or administrative decisions. Said file shall not be opened nor information contained therein released without giving notification to the officer.

8.4 Police Officers' Right to Bring Suit: Police officers shall have the right, upon notification to the police commission to bring civil suit against any person or group of persons, including heads or members of business, social or educational organizations for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights on account of their performance of official duties.

8.5 Civilian Complaint: No complaint by a civilian against an officer shall result in any disciplinary action unless the complaint be duly sworn to by the complaintant before an official authorized to administer oaths.



8.6: No officer shall suffer a demotion, transfer, reassignment, denial of promotion, or reassignment or other personnel action which might result in loss of pay or benefits or which otherwise might be considered a punitive measure unless such officer is notified in writing of the action and the reason or reasons therefore prior to the taking of such action.

8.7 Suspensions: No officer shall suffer a suspension from duty, with or without pay unless the following circumstances are apparent.

7-1: Where the officer has been indicted, charged or alleged to have committed a severe criminal offense or severe violation of departmental regulations which constitutes a threat, hazzard, or danger to the public or members of the department.

7-2: The officer shall be notified in writing of the suspension and reasons therefore, prior to the suspension if practical.

7-3: Any suspension and all subsequent proceedings shall be handled in accordance with the guidelines as set forth in Title 40 and applicable case law.

7-4: In addition to any administrative procedures available to him regarding the filing of grievances, any officer may institute an action in a civil court to obtain redress of grievances, but he shall have first used the grievance procedure set forth herein.

8.8: No officer shall have any comment or statement adverse to his interest entered into his personnel record by any person without the following:

8-1: The officer may sign the document indicating he is aware of and in agreement with what is contained therein.

8-2: The officer may refuse to sign said document and may permanently attach a statement correcting or clarifying his position relevant to the matter.

8-9: No officer shall be compelled to submit to a polygraph examination without his express written consent. No disciplinary action or other recrimination whatsoever shall be taken against an officer refusing to submit to a polygraph examination, nor shall any comment be entered anywhere that the officer refused to take a polygraph examination, nor shall any testimony or evidence be admissible in any police department proceeding, to the effect that the officer refused to take a polygraph examination.

8-10: No officer shall be denied the opportunity to participate in secondary employment subject to the department's right to restrict employment in such areas wherein a conflict of interest would exist. Such types of employment where a conflict could reasonably be determined to exist must be narrowly construed and delineated.

8.11: No officer shall be required or requested for purposes of assignment or other personnel action, to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household), unless such information is obtained under proper legal procedure or tends to indicate a conflict of interest with respect to the performance of his official duties.

ARTICLE 9: HOLIDAYS

9.1: All employees covered by the agreement receive pay, based on their daily rate of compensation, for twelve (12) holidays annually.

9.2: Said accumulated pay shall be included in the first pay period in November of each year.

9.3: An employee, during his first year of employment, shall be entitled to the number of those holidays which fall between his date of hire and the end of the calendar year.

9.4: These holidays include:

New Year's Day	General Election Day
President's Day	Columbus Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	December 24th
Labor Day	Christmas Day

9.5: Any township declared holiday which would increase the number of holidays for other township employees over and above the aforementioned twelve (12) holidays, shall be given to those employees covered by this agreement as compensatory time off.

ARTICLE 10: VACATIONS

10.1: An employee shall be entitled to paid vacation in accordance with the following schedule:

- During the first year of service, for each completed month of service until the completion of one (1) year of service..... 1 working day
- Upon completing one (1) years service and until the completion of five (5) years.... 12 working days
- Upon completing five (5) years service and until the completion of ten (10) years.... 15 working days
- Upon completing ten (10) years service and until the completion of fifteen (15) years..... 18 working days
- Upon completing fifteen (15) years service and until the completion of twenty (20) years..... 21 working days
- Upon completing twenty (20) years of service and thereafter..... 24 working days

10.2: It is the intent of this article to ensure that personnel covered by this agreement shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off, including but not limited to holidays referred to in Article 9, that fall during the vacation period, shall not be computed as part of the vacation. It is further agreed by the township that the vacation days to which the employees are entitled are not cumulative and will be given off by the end of the calendar year in which they are earned. In the event that scheduled vacations during the last two calendar months of the

year are interrupted or cancelled due to emergency situations, and certified by the Township Manager and the Chief of Police, and such vacation time cannot be taken by the end of the calendar year, then all or part of such vacation time, as the case may be, shall be extended into the next calendar year, the scheduling of which shall be determined by the Chief of Police.

10.3: Commencing January 1, 1989, the annual number of working days vacation allowance for each step in the above vacation schedule shall be increased by one (1) additional day per year. For employees in their first year of service, vacation shall accrue at the rate of 1 1/12 days per month for an annual total of thirteen (13) days.

#### ARTICLE 11: PERSONAL DAYS

Each employee covered under this agreement shall have four (4) personal days per year which may be taken with the following conditions:

- A. The approval of the immediate supervisor shall be secured.
- B. There shall be 48 hours prior notice given the immediate supervisor.

ARTICLE 12: LEAVES

12.1 Sick Leave:

A. Defined sick leave is hereby defined as absence from post of duty by an employee because of illness, accident, exposure to contagious disease or the requirement of the employee to attend to a seriously ill family member. A certificate of a reputable physician in attendance shall be required in accordance with departmental policy. An employee securing such a certificate from a family physician in attendance shall be responsible for any costs incurred. An employee may elect to receive an examination by a township panel physician at the township's expense for purposes of determining his fitness for duty and to secure the required certificate as proof of need for sick leave. The employee, however, shall be responsible for any treatment prescribed or furnished by said physician beyond the initial examination.

B. Accumulation: Every employee covered by this agreement shall, in addition to his or her paid vacation and holidays, be granted sick leave as defined above, with pay for not less than one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such time not taken

shall accumulate to his or her credit from year to year. Such employee shall be entitled to utilize any or all such accumulated leave if and when needed and shall be entitled to utilize such leave upon retirement as terminal leave with pay. The township shall not require any of its employees who may be disabled through injury or illness as a result of or arising from his respective employment to utilize the sick leave accumulated under this section.

12.2 Severance Allowance:

A. An employee of the township covered under this agreement who, after completing ten (10) years of service, terminates his or her employment under honorable conditions, shall receive one-half (1/2) of all accumulated sick leave as a severance allowance.

B. The rate of pay for this allowance shall be computed on the employee's daily rate of pay at the time of termination.

C. The method of pay shall be determined by the Township Treasurer but shall be made in a lump sum payment if practicable and requested by said employee. the minimum payment schedule permissible under this agreement shall be six (6) equal monthly installments paid to the employee.

12.3 Funeral Leave:

A. Special leave of absence with pay, up to a maximum of four (4) working days, shall be granted to any employee in case of death within his immediate family.



B. The term "immediate family" shall include only father, mother, step-parent, mother-in-law, father-in-law, grandparent, sister or brother, spouse, child or foster child of an employee, or relatives residing in his or her household.

C. The special leave period shall commence immediately following the death of such persons and the notification of the department by the employee. The leave is for the sole purpose of arranging for and attending the funeral service. Such special leave may be extended without pay at the discretion of the Chief of Police. The extended special leave, if granted, shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

12.4 Injury Leave:

A. Injury leave shall be granted with full pay to employees disabled through injury or illness as a result of or arising from their respective employment.

B. Any amount of salary or wages paid or payable to employees because of leave pursuant to this Section 12.4A shall be reduced by the amount of workmens' compensation awarded under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the injury or illness requiring such leave.

12.5 Leave for PBA Meetings: The executive delegate, president, and shop steward (or their appointed alternates) of the PBA #77 shall be granted leave from duty with full pay for all meetings of PBA when such meetings take place at a time when such officers are scheduled to be on duty, provided the affected officer gives reasonable written notice to the Chief of Police.

ARTICLE 13: SALARY, OVERTIME, LONGEVITY, COMPENSATORY TIME

13.1 Commencing January 1, 1988 and retroactive to said date, if applicable, and continuing through midnight, December 31, 1988, the annual base salary to be paid the following employees of the township shall be as follows. The pay periods shall continue in the current practice.

	<u>Effective 1/1/88</u>	<u>Effective 7/1/88</u>
Lieutenant.....	\$33,093	\$34,417
Sergeant.....	\$31,396	\$32,652
Senior Patrolman (After three (3) years of service....	\$29,573	\$30,756
Patrolman 3 (Entering the third (3rd) year).....	\$25,877	\$26,912
Patrolman 2 (Entering the second (2nd) year).....	\$23,289	\$24,220
Patrolman 1 (Upon entry).....	\$21,810	\$22,682

13.2: Commencing January 1, 1989 and retroactive to said date, if applicable, and continuing through December 31, 1989, the annual base salary to be paid the following employees shall be as follows. The pay periods shall continue in the current practice.

	<u>Effective 1/1/89</u>	<u>Effective 7/1/89</u>
Lieutenant.....	\$35,450	\$36,867
Sergeant.....	\$33,632	\$34,977
Senior Patrolman (After three (3) years of service....	\$31,679	\$32,946
Patrolman 3 (Entering the third (3rd) year).....	\$27,720	\$28,829

Patrolman 2 (Entering the second (2nd) year).....	\$24,947	\$25,945
Patrolman 1 (Upon entry).....	\$23,363	\$24,297

13.3 Overtime (Non-Patrol Units):

A. Overtime shall consist of all hours worked in excess of eight (8) hours per day, or forty (40) hours per week.

B. All employees covered by this section shall, in addition to their base salaries, be paid one and one-half times their hourly rate of base pay computed on the basis of an eight hour day, forty hour work week for all overtime hours worked including, but not limited to, the following:

Court appearances and unscheduled overtime spent on emergencies and other extra duty activities approved by the Chief of Police and the Township Manager. With respect to the provisions of this paragraph, all employees covered by this section shall receive a minimum of two (2) hours of pay at time and one-half rates for (a) call back duty and (b) court time outside of the regularly scheduled time.

C. All overtime payments shall be paid in the pay period immediately following the period in which it was worked.

13.4 Overtime (Patrol Units):

A. Overtime shall consist of all hours worked in excess of 8.5 hours per day or 34 hours per week when dealing with a four (4) day work period out of seven (7) working days or 42.5 hours per week when dealing with a five (5) day work period out of seven (7) working days.

B. In order to equalize the total hours worked by patrol unit members with those who are members of non-patrol units, each patrol unit officer shall be considered to have worked 2,064 hours over a years time based upon the schedule of four (4) days on and two (2) days off. Accordingly, each patrol unit member shall therefore devote an additional twenty-four hours of assigned training per year during his scheduled time off for a total of 2,088 hours over a years time without receiving additional compensation for those twenty-four hours.

C. All employees covered by this section shall, in addition to their basic salaries, be paid one and one-half times their hourly rate of base pay computed on the basis of the work times set forth in paragraph A for all overtime hours worked including, but not limited to, the following:

Court appearances and unscheduled overtime spent on emergencies and other extra duty activities approved by the Chief of Police and the Township Manager. With respect to the provisions of this paragraph, all employees

covered by this section shall receive a minimum of two (2) hours of pay at time and one-half rates for (a) call back duty and (b) court time outside of the regularly scheduled time.

D. For all employees covered by this section:

(1) Sick days will result in an 8.5 hour reduction against accumulated, unused, sick leave.

(2) Vacation and holiday time per the terms of this agreement will be calculated in the normal fashion without regard to 8.5 hour work periods.

E. All overtime payments shall be paid in the pay period immediately following the period in which it was worked.

13.5 Previous Service: Credit of up to and including three (3) years of previous service as a police officer shall be given to those newly hired employees who have successfully completed the required course of study at an accredited police academy. Documentation of previous service shall be determined by the Chief of Police.

13.6 Longevity:

A. Each employee covered by this agreement shall be paid in addition to and together with his or her annual base salary as listed in Article 13.1, 13.2, additional compensation based upon the length of his or her service.

B. Longevity pay shall be computed on the basis of the employee's anniversary date of employment each year and will be paid in the same periods as salary.

C. The longevity schedule to be used is as follows:

YEARS OF SERVICE	PERCENT ANNUAL BASE SALARY
Completing five (5) years.....	2%
Completing ten (10) years.....	4%
Completing fifteen (15) years.....	6%
Completing twenty (20) years.....	8%
Completing twenty-five (25) years.....	10%

13.7 Compensatory Time Off: Consistent with the provisions of the Federal Fair Labor Standards Act, compensatory time off shall no longer be provided. If at anytime in the future the Federal Fair Labor Standards Act is amended to provide for compensatory time off, that amendment shall become a provision of this agreement.

13.8 Payment for Special Details: Any special detail, including but not limited to traffic, security, athletic and community events, but not including events that the township is not reimbursed for, will be paid at the officer's overtime rate. Full time regulary appointed police officers covered under this agreement shall have the right to notice of and first refusal of all such special details.

13.9 Upon an employee's declaration of termination, the township shall adjust his base salary compensation to include all sources of monetary compensation set forth within this agreement.

ARTICLE 14: ACTING OFFICER

Any employee who shall have been appointed by the Township Manager, who shall have taken into consideration the recommendation of the Chief of Police, to act for a senior officer and who shall have performed the duties thereof for a continuous period of thirty (30) days, shall thereafter be granted compensation appropriate to such office for the time so held.



ARTICLE 15: COLLEGE ALLOWANCE

15.1: The township and the PBA #77 agree that the amount and quality of an employee's education often determines the value of his contribution to the community and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage the employees to achieve the advantages of higher education and in order to attract applicants with advantages of higher education, the township agrees to pay an allowance in the amount of fifteen dollars (\$15) per credit up to a maximum of six hundred dollars (\$600) to each employee who has received academic credits for study in any institution of higher education which offers a curriculum leading to or creditable toward a baccalaureate or associates degree in law enforcement and which is an accredited institution of higher learning. Additionally, the township agrees to pay one thousand dollars (\$1,000) to each employee having attained an associates degree in law enforcement and two thousand dollars (\$2,000) for a baccalaureate degree in law enforcement.

15.2: Payments for all credits or degrees attained by existing employees shall be paid on the first pay day in November of each year. Payments for new employees shall be computed from entry date and paid in the same manner.

15.3: Courses must first be approved by the Chief of Police and the Township Manager and a grade of "C" or better must be earned. Credits earned must be verified by an official transcript.

15.4: The township agrees to pay for the cost of the necessary books used in the course which has been successfully passed by the employee. The employee must present a receipt for said books. The books are to become the property of the township, to be placed in a library for police officers requiring their use.

ARTICLE 16: HOSPITALIZATION INSURANCE

16.1: The township agrees to provide New Jersey Blue Cross (UCR series) and Blue Shield hospitalization insurance with Rider J for all employees covered by this agreement, at the township's expense. Any employees covered by this agreement who elect to participate in the Southshore Health Plan may do so and agree to be responsible for any costs to the township in excess of the costs to the township of providing to that employee and Blue Cross (UCR series) insurance.

16.2: The township further agrees to provide major medical insurance for all employees covered by this agreement, at the township's expense.

16.3: The township agrees to pay the premium required for single and married employees for the Eastern States H & W Fund. This fund will cover the cost of prescription drugs and dental and optical expenses.

ARTICLE 17: RETIREES

17.4: A retiree is defined, for purposes of this agreement as one who retires under the New Jersey Police and Firemen's Retirement System. Retirees after the effective date of this agreement shall be entitled to be continued on the township medical plans set forth in this article at the retiree's own expense; provided the then existing plans permit the retiree to continue to be covered. The township shall have no obligation to obtain alternate medical coverage for the retiree if not accepted by the then existing medical plans offered by the township.

ARTICLE 18: CLOTHING ALLOWANCE

18.1: Each employee covered under this agreement shall receive an annual clothing allowance of seven hundred fifty dollars (\$750). This allowance is to be paid in equal installments on May 1st and October 1st.

18.2: This allowance is intended to cover the replacement, cleaning and maintenance of clothing and/or uniforms.

18.3: The township shall provide new employees with the initial issue and the first allowance shall be prorated from the date of hire.

18.4: The replacement of equipment damaged or destroyed in the line of duty shall be treated as follows:

A. A damaged or destroyed weapon and/or holster shall be replaced by the township.

B. All claims for damaged prescription eyewear, watches and briefcases shall be reviewed by a panel which will consist of the PBA shop steward, the Chief of Police and a member of the township administration or the safety and health committee.

C. If approved for replacement by said panel, these items shall be replaced as follows:

Prescription eyewear: Actual replacement cost of identical equipment.

Watches: Actual replacement up to \$50 in value.

Briefcases: Actual replacement up to \$25 in value.

D. The township agrees to replace clothing and equipment rendered unusable in a police situation in the line of duty.

ARTICLE 19: SAFETY & HEALTH COMMITTEE

A safety and health committee shall be established. It shall consist of equal representation from the township and the PBA #77. The committee shall have the authority to render non-binding recommendation on matters relating to employee health and safety. The charter, by-laws, meeting dates and times, and all other particulars of the committee shall be established by action of an ad-hoc committee consisting of the PBA's negotiating committee and members assigned by the township. All decisions and actions of the committee shall be recorded.

ARTICLE 20: CONTINUATION OF BENEFITS  
NOT COVERED BY THIS AGREEMENT

All practices and conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to the Township Charter, Ordinances, Rules and Regulations of the Police Department and any present or past benefits which are enjoyed by employees, as well as any management rights or practices covered by this agreement that have not been included in the agreement and which are not inconsistent with the agreement shall be continued provided, however, that this shall not pose any limitations upon the township to negotiate any past benefits as part of any new contract.



ARTICLE 21: SAVINGS CLAUSE

21.1: In the event that any provision of this agreement shall be finally determined to be in violation of any applicable law of the State of New Jersey, such determination shall not impair the validity and enforceability of the remaining provisions of this agreement.

21.2: In the event that any provision of this agreement conflicts with any township ordinance, the township agrees that such ordinance shall be repealed or amended to conform to the terms of this agreement.

ARTICLE 22: DURATION OF AGREEMENT

22.1: This agreement shall be in full force and effect from January 1, 1988 until midnight, December 31, 1989.

22.2: The parties agree that negotiations for a successor agreement shall commence no later than September 14, 1989 for the purpose of modifying, amending, altering and/or changing the items and/or provisions of this agreement. It is understood that the PBA #77 is seeking a successor agreement commencing from January 1, 1990 as limited by the provision set forth in N.J.S.A. 34:13A-1. This agreement shall remain in full force and effect until a successor agreement is reached.

Mez Worthington Mayor

[Signature] Steward

Paul W. Hudson President  
Police Benevolent Association  
Local #77

DATED: July 29, 1988

ATTESTED: [Signature]

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