

PATROLMENS' CONTRACT
TABLE OF CONTENTS

Article 1	Legal Reference	Page 3
Article 2	Recognition	Page 4
Article 3	Policemens' Rights	Page 4
Article 4	Management Rights	Page 5
Article 5	Sick Leave	Page 6
Article 6	Disability Leave with Pay	Page 8
Article 7	Liability & False Arrest Insurance	Page 8
Article 8	Clothing Allowance	Page 9
Article 9	Funeral Leave	Page 10
Article 10	Rules & Regulations	Page 11
Article 11	Non-Discrimination	Page 12
Article 12	Hospitalization	Page 12
Article 13	Ban on Strikes	Page 12
Article 14	Embodiment of Agreement	Page 13
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Article 15	Miscellaneous	Page 13
Article 16	Promotions	Page 14
Article 17	Grievances	Page 14
Article 18	Joint GTPC Management Committee	Page 16
Article 19	Flexibility of Assignment	Page 17
Article 20	Vacations	Page 18
Article 21	Holidays	Page 18
Article 22	Hours of Employment	Page 20
Article 23	Dental Plan	Page 22
Article 24	Rate Differential	Page 22
Article 25	Shift Differentials	Page 23
Article 26	College Credits	Page 24

X January 1, 1984 - December 31, 1985

Article 27	Payment at Higher Rank	Page 25
Article 28	Wages & Longevity	Page 25
Article 29	Outside Employment	Page 26
Article 30	Prescription Plan	Page 26
Article 31	FOP, PBA Officers, Delegates or Trustees	Page 26
Article 32	Emergency Standby	Page 27
Article 33	Training	Page 27
Article 34	Scheduling - Compensation	Page 27
Article 35	Dues Checkoff	Page 28
Article 36	Agency Shop	Page 28
Article 37	Terms & Conditions	Page 30
Schedule "A"		Page 32

PATROLMENS' UNIT

THIS AGREEMENT Made and entered into at the Township of Gloucester, County of Camden, New Jersey, this 18 day of September, 1984, by and between the Township of Gloucester, and the Gloucester Township Police Committee, hereinafter referred to as the "GTPC".

WITNESSETH:

WHEREAS, the Township and the GTPC recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township Council and the Mayor retain the basic decision making powers over fiscal and management policies, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, the Patrolmen of the police force are particularly qualified to advise the formulation and policies and programs designed to improve the standards of police protection; and

WHEREAS, the Township has obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the GTPC as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I: LEGAL REFERENCE

Nothing contained in this AGREEMENT shall alter the authority conferred by Law, Ordinance, Resolution of Administrative Code and Police Department Rules and Regulations upon any Township Official or in any way

abridge or reduce such authority. This AGREEMENT shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise conferred upon them by Law.

Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable Laws and Regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II: RECOGNITION

The Township hereby recognizes the GTPC as the sole and exclusive representative of the Patrolmen of the Police Department for the purpose of collective negotiations with respect to terms and conditions of employment.

ARTICLE III: POLICEMENS' RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Township hereby agrees that every Patrolman shall have the right freely or organize, join, and support the GTPC and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of Laws of the State of New Jersey, the Township understakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the GTPC and its affiliates, his participation in any activities of the GTPC and its affiliates, collective negotiations with the Township or his institution of any grievance,

complaints, or proceeding under this AGREEMENT or otherwise with respect to any terms or conditions of employment.

Representatives of the GTPC shall be permitted time off to attend negotiating sessions, provided the efficiency of the Department is not affected thereby.

A Police Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Township agrees to notify the individual police officer if any material discriminatory to the police officer is placed in his personnel jacket.

ARTICLE IV: MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this AGREEMENT, the Township of Gloucester reserves the right and retains solely and exclusively all of its Statutory and Common Law Rights to manage this operation of the Police Department of the Township of Gloucester, New Jersey, as such rights existed prior to the execution of this or any other previous AGREEMENT with the GTPC. The sole and exclusive rights of the Township of Gloucester, New Jersey, which are not abridged by this AGREEMENT, shall include but are not limited to, its rights to determine the existence or non-existence of facts which are the basis of the Township Police Department and/or Management decision, to establish or continue policies, practices, or procedures for the citizens of the Township of Gloucester, and from time to time, to change or abolish such practices or procedures; the right to determine and from time to time redetermine the number, locations, and relocation and types of its Officers and employees or to discontinue any performance by officers or employees of the Township

of Gloucester; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select and determine the number and types of officers required; to assign such work to such officers in accordance with the requirements determined by the Department of Police and Mayor; to establish training programs and upgrading requirements for officers and/or employees within the Department; to establish and change work schedules and assignments; to transfer, promote, or demote officers or employees for just cause, or to lay off; terminate or otherwise relieve officers and/or employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to continue, alter, make, and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise take such measure as the Mayor may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township of Gloucester, New Jersey, provided, however, nothing herein shall prevent an office from presenting his grievance for the alleged violation of any article or specific term of this AGREEMENT.

ARTICLE V: SICK LEAVE

Sick leave means the absence from duty of a member of the police department because of personal illness by reason of which such member is unable to perform the usual duties of the position because of exposure to contagious disease, or other illness, or in any emergency situation where because of a member of the immediate family (spouse & children) having an illness requiring the officer remaining at home to care for same, or caring for the household. Such an emergency situation shall be documented upon request of the Chief of Police. Each member of the police department covered by this contract shall be granted twenty-one (21) sick days per

year, three (3) of which may be taken as personal days and noted as such on the member's personnel record. The only limitation on the granting of personal day leave shall be the manpower requirements of the police department. Two (2) additional days of the above mentioned sick leave may be taken as personal business days and noted as such on the member's personnel record. Personal business days shall be used for the personal business of a member of such a nature that it cannot be scheduled at the convenience of the member or for a personal or household emergency which requires the immediate attention of the member. The reason for the request for a personal business day must be stated at the time of application for leave from duty.

A. Sick leave shall be cumulative from year to year, and all members shall receive upon retirement the sum of twenty (\$20.00) dollars for each unused sick day cumulated prior to December 31, 1977.

B. Commencing on January 1, 1978, members shall be paid 50% of a full day's pay for each day of sick leave accumulated from that date, upon honorable separation from service and upon the recommendation of the Chief of Police. This shall be paid at the salary level then in effect at the time of retirement.

C. At the option of a member of this contract, and in lieu of payment under Sections "A" and "B" of this article, the total accumulated sick leave of such member may be taken, prior to retirement, as terminal leave on a day for day basis.

D. Any member who has exhausted his accumulated sick leave, by reason of illness, as proved to the satisfaction of the Chief of Police, shall be continued on the Township Blue Cross/Blue Shield Program, Dental

Program, Prescription Plans, or any other Medical Insurance Program until he shall return to duty.

E. In the event a member shall have no sick leave, either allowable or cumulative, and is granted leave for personal business, such leave must be approved by the Chief of Police.

ARTICLE VI: DISABILITY LEAVE WITH PAY

A member who is disable by injury incurred in the performance of his duty or by illness as a direct result of or arising out of his employment shall, on the recommendation of the Chief of the Department to the Mayor, be granted leave of absence with full pay and benefits, for a period not to exceed one (1) year, provided that said disability or illness was a direct result of, or arising out of his employment, and is certified as such by a physician designated by the Township. The Chief of Police shall require evidence in the form of a physician's certificate from such physician as to the original and continued disability of such member as a result of injuries sustained in the line of duty or illness as a direct result of, or arising out of his employment.

Any temporary disability payment from Workmens' Compensation Insurance received by the employee shall be credited toward the pay referred to above.

ARTICLE VII: LIABILITY AND FALSE ARREST INSURANCE

The Township agrees to cover all members of the Department with False Arrest & Liability Insurance in the amount of Two Hundred Fifty Thousand (\$250,000) Dollars - Five Hundred Thousand (\$500,000) Dollars. In addition, whenever an officer or member of the police department or force is a defendant in any action or legal proceeding arising out of, or incidental to the performance of his duties, the governing body of the municipality

shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary hearing instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by, or on complaint of the municipality, shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

ARTICLE VIII: CLOTHING ALLOWANCE

All Patrolmen and Detectives covered under this AGREEMENT shall receive the sum of \$700.00 (Seven Hundred Dollars) for 1984, \$725.00 (Seven Hundred Twenty-Five Dollars) for 1985, per year as a uniform and/or clothing allowance. Fifty (50%) percent of this allowance to be paid on the second pay day in January, and fifty (50%) percent on July 1st.

A. In the event of a uniform change specified by the Township, the Township shall be responsible for issuing the initial amounts of new uniforms required for the change.

B. The Township shall replace or repair all uniforms damaged while on duty.

C. New members hired under this AGREEMENT shall be issued the full amount of initial uniforms and equipment as required under present departmental regulations. This shall include, but not be limited to, full Summer & Winter uniforms, weaponry, rain wear, shoes and boots, and leather goods. Clothing Allowance for new members shall not be payable until the completion of one (1) year of service from their date hiring. Payment shall then be made on a pro-rated basis for the remainder of the calendar year.

ARTICLE IX: FUNERAL LEAVE

A regular full-time employee who is excused from work because of death in his extended family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first three (3) working days following the death of the family member.

Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the family.

Extended family is defined to mean brother or sister, father-in-law, mother-in-law, grandmother or grandfather, and brother-in-law or sister-in-law.

In the event of death of a member of the employee's immediate family (spouse, parents, or children), the employee will receive his regular rate of pay for the first seven (7) working days following the death of such family member.

If further time is necessary, the employee will request such time from the Chief of Police.

In the event that the death of an extended family member causes an additional burden on the employee him/herself as defined below, the employee will receive his regular rate of pay for the first seven (7) working days following the death of such family member.

"Additional Burden" Defined: The employee must in addition to making the usual necessary funeral arrangements and attendance be called upon to:

1. Have to physically move the household furniture and belongings of the deceased or their survivors to another location.
2. Have to arrange to dispose of or transfer the business concerns of the deceased.
3. Have to arrange for the care of survivors of the deceased.

Funeral leave for any other situation not specifically covered under the terms of this article may be granted by the Chief of Police upon application by a member covered under this contract, giving sufficient cause for such leave to be granted.

ARTICLE X: RULES AND REGULATIONS

The Mayor shall establish and enforce binding rules and regulations in connection with the operation of the Police Department, and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this AGREEMENT. Copies shall be furnished to the Association. It is understood that application of this AGREEMENT shall not in any way hamper enforcement of the Departmental Rules & Regulations.

It is understood that all employees shall comply with all rules and regulations of the Department, & orders or directives issued by the Chief of Police or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and order of superior officers. If an employee or employees believe a rule, regulation, instruction, or order of an officer or other superior is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule regulation, order, or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article XVII of this contract.

In the event that an employee or employees shall refuse to comply with the rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of

Department Rules & Regulations, subject only to the right of employee to file a grievance.

All members of the Police Department shall be issued a Manual containing all rules, regulations, general orders, and policy statements plus other orders presently in effect in the Police Department. If any changes in the above mentioned areas are made, said changes shall be issued and inserted in the Manual.

The Township shall keep an up-to-date compilation of all S.O.P.'s, Special Orders, and memos. These shall be kept in a location as to be readily available to all members of the department at all time for their inspection and review on a 24 hour basis.

ARTICLE XI: NON-DISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of his membership or non-membership in the PBA or FOP, or his participation in activities herein prescribed, nor discriminate against any member of the PBA or FOP for any action involving his management duties on behalf of the Department of Police, Township of Gloucester, New Jersey.

ARTICLE XII: HOSPITALIZATION

The Township agrees to provide Blue Cross/Blue Shield, HMO, or an independent hospitalization policy containing similar benefits as well as major medical insurance for the employee and his dependents, with these benefits continued upon the member's retirement until Social Security age is reached for Medicare.

ARTICLE XIII: BAN ON STRIKES

It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of

members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this AGREEMENT, parties hereto agree that there shall not be and that the GTPC, its officers, members, agents, or principals, will not engage in encourage, sanction, or suggest strikes, slow downs, mass resignations, mass absenteeism, or other suspension of, or interference with, normal work performance.

ARTICLE XIV: EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties as to the terms and conditions set forth herein. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

The Township agrees that all benefits, terms and conditions of employment and past practices relating to the status of the employees covered by this AGREEMENT shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining leading to the execution of this AGREEMENT.

The Township shall perform no act which will conflict with the terms of this AGREEMENT.

ARTICLE XV: MISCELLANEOUS

If any provisions of this AGREEMENT or any application of this AGREEMENT to any employee or group of employees is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting

except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

The provisions of this AGREEMENT shall be subject to and subordinated to and shall not annul or modify existing applicable provisions of State & Local Laws except as such particular provisions of this contract modify existing local laws.

If any provision of this AGREEMENT is held contrary to Law, the the GTPC and the Township shall collectively negotiate to try and bring that provision into alignment with the conflicting law, or if that is impossible to negotiate a new provision or benefit, within the scope of the matter covered by the provision deleted, to take the place of that unlawful provision.

ARTICLE XVI: PROMOTIONS

The Township agrees that promotions shall be made in accordance with Civil Service Rules & Regulations. It further agrees not to discriminate on promotions because of religion, race, creed, politics, sex or age.

ARTICLE XVII: GRIEVANCES

The intent of the parties to this AGREEMENT is that the procedures hereinafter set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning or application of provisions of this AGREEMENT.

It is further understood that suspension, demotion, and discharge shall be made in accordance with Township Ordinance 0-82-16 as amended, known as the Administrative Code, State Statute, and Civil Service. In the event such actions are sustained, the aggrieved individual shall possess all rights of appeal as an individual pursuant to Civil Service as provided

by law. A disciplinary proceeding shall not be subject to the grievance procedure.

STEP 1

As to grievances, the aggrieved employee shall present the grievance orally or in writing to his immediate superior. The grievance must be presented within ten (10) working days of its occurrence or knowledge of its occurrence. The Superior will give his verbal answer or written answer within five (5) working days of the date of 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 grievance. The Chief of Police should be included in the decision. The grievance shall be prepared in detail and be dated. That level will reply to the grievance in writing within five (5) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by an attorney, or representatives from PBA, FOP, or the Employee bargaining unit in presenting his grievance.

STEP 3

If the grievance is not settled in STEP 2, the written grievance shall be presented to the Mayor within five (5) working days after the response is given. The Mayor, after a grievance hearing, at which 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 (Saturday, Sunday, and Holidays excluded).

STEP 4

If the grievance is not settled in STEP 3, it will be submitted to an arbitrator from P.E.R.C. or the American Association of Arbitration,

mutually agreeable to both parties. The cost of such arbitration will be borne by the party not upheld by the arbitrator. The arbitrator's decision shall be final and binding.

A. A grievance may be filed by the GTPC at its own instigation or at the request of any patrolman or detective covered under this agreement instead of an individual patrolman or detective at the sole discretion of the GTPC.

In filing a grievance the GTPC will not be required to observe STEP 1, but will instead submit the grievance directly to the Chain of Command as in STEP 2. A grievance submitted to the Chief of Police or Deputy Chief of Police, by the GTPC, will have complied with the requirements of STEP 2. The time limits, procedures, and additional steps in the grievance procedure will then be observed by the GTPC and Township as outlined in this aforementioned procedure.

ARTICLE XVIII: JOINT GTPC MANAGEMENT COMMITTEE

A committee consisting of the Mayor, Chief of Police and the GTPC shall be established for the purpose of reviewing the administration of this AGREEMENT and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings.

The purpose and intent of such meeting is to foster good employment relations through communications between the Township and the GTPC on such matters as:

- (a) Discussing questions arising over the interpretation and application of this AGREEMENT.
- (b) Disseminating general information of interest to the parties.

- (c) Giving GTPC representative the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.
- (d) To notify the employees in the bargaining unit of change in non-bargainable conditions of employment contemplated by management.
- (e) The promotion of education and training.
- (f) The elimination of waste and the conservation of materials and supplies.
- (g) The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

ARTICLE XIX: FLEXIBILITY OF ASSIGNMENT

Employees, regardless of regular assignments, may be reassigned to perform any duty related to their profession as police officers, including any duties connected with:

- (a) Prevention & detection of crime;
- (b) Enforcement of laws & ordinances;
- (c) Protection of life & property;
- (d) Arrest of violators of the law;
- (e) Direction of traffic;
- (f) Regulation of non-criminal behavior of the citizenry; and
- (g) Preservation of the peace.

An exception to specific duties can be made where employees are on the medical "Limited Duty" list and cannot perform the said duties.

The Township and the GTPC acknowledge that a policemen's primary responsibility is to perform police duties and his energies shall be

utilized fully to this, except in case of emergencies or special circumstances.

ARTICLE XX: VACATIONS

Members of the Police Department covered by this AGREEMENT shall be granted the following vacation leave:

1. After six (6) months up to one year of service, one (1) working day per month of service.
2. From one year up to and including the third year of service fourteen (14) working days.
3. From the fourth year up to and including the sixth year of service, seventeen (17) working days.
4. From the seventh year up to and including the ninth year of service, twenty (20) working days.
5. From the tenth year up to and including the fourteenth year of service, twenty five (25) working days.

6. From the fifteenth year of service to retirement, thirty (30) working days.

Members may accumulate up to one year's allowable vacation leave.

ARTICLE XXI: HOLIDAYS

The following fifteen (15) days shall be observed as normal holidays during the years covered by this contract: New Year's Day, Martin Luther King's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Law Day (May 1), Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day. In addition to the 15 holidays specified above, each members Birthday shall be a paid holiday. The Members Birthday Day at his

option may be taken off on his Birthday or another day or paid as additional compensation on December 1.

Compensation for holidays shall be as follows:

A. If a holiday falls or is included in a scheduled shift and the Patrolman actually works on that holiday, he shall receive straight time pay for said holiday, and in addition thereto, he shall receive on December 1st of that year, one additional day's pay for working said holiday.

B. If a holiday falls or is included in a scheduled shift and the Patrolman does not work on that holiday, he shall only receive straight time pay for that holiday but no additional day's pay on December 1st of that year.

C. If a holiday falls or is included on a normal day off, the Patrolman shall receive on December 1st of that year, one day's pay for such holiday.

D. If a Patrolman is on a duty related injury and that period of time falls on a holiday, he will receive one day's pay for said holiday on December 1st of that year for said holiday.

E. If a Patrolman is on sick leave and that period of time falls on a holiday, he will be charged for the sick day, but will receive one day's pay on December 1st of that year for said holiday provided that period of sick time totals three (3) working days and he returns to work with doctor's certificate.

F. If a member is on a scheduled vacation day on any holiday he shall receive one (1) day's pay as additional compensation on December 1st.

ARTICLE XXII: HOURS OF EMPLOYMENT

The normal work week of a policeman shall consist of forty (40) hours per week. The exact hours for particular employees shall be established by the Chief of Police and approved by the Mayor.

A. regular overtime, provided the same is approved by the Chief of Police, shall be compensated at the rate of time and one-half of hourly earnings.

1. When a Patrolman or Detective is called into duty prior to the normal starting time for his scheduled beginning of an assigned shift, he shall be paid as follows:

a.) For any time period over four (4) hours prior to the start of the scheduled shift; on an hour for hour basis for actual time worked at the rate of one and one half times the hourly rate of pay.

b.) For a time period of four (4) hours prior to the start of the scheduled shift, four (4) hours pay at the rate of one and one half times the hourly rate of pay.

c.) For any time period of less than four hours prior to the start of the scheduled shift, the actual number of hours worked and one additional hour premium at one and one half times the hourly rate of pay, not to exceed a total of four hours pay at one and one half time the hourly rate of pay.

B. For court appearances required while off-duty before the Grand Jury, Superior, County and Juvenile Courts in criminal matters, compensation shall be paid therefore at the rate of time and one-half of hourly earnings the minimum compensation for such appearances shall be for the first four (4) hours, thereafter on a per hour basis at the aforesaid rate.

C. For Gloucester Township Municipal Court appearances required while off duty, where a policeman is unable to schedule such appearance

during his regular work shift, or where the matter had been postponed or is otherwise continued and deferred by the Court, not at the request of the policeman and he is otherwise off duty, compensation at the rate of one (1) hour's pay at the normal hourly rate of pay shall be paid, and thereafter on a per hour basis at one and one half time the hourly rate of pay.

All policemen shall schedule their appearances before the Gloucester Township Municipal Court during their regular work shift, if possible, and no compensation shall be paid for matters which might have been scheduled during a regular shift unless good cause exists, as approved by the Chief of Police.

D. For off duty appearances before any other court, judicial hearing, or juvenile intake hearing, one and one half times the officer's hourly rate with a four (4) hour minimum compensation and thereafter on a per hour basis.

E. For off duty attendance at Board of Education & Township functions and functions of other organization such as athletic contests, dances, etc., the officer shall be compensated at the rate of ten (10.00) dollars per hour or straight time hourly earnings, whichever is higher for 1984-85.

mechanical

All outside employment requests for police supervision made by private contractor working within the Township shall be posted by the Department monthly and rotated accordingly based on the list of volunteers who sign up for this employment.

The rate for outside employment shall be at \$12.00 per hour for 1984 and \$14.00 per hour in 1985. A minimum of three hours work shall be provided.

outside Employment

In the assignment of overtime required by the Board of Education and Township functions, the Township shall distribute such ^{*outside Employment*} overtime fairly and equitably, and, wherever and whenever feasible and practicable, shall assign such ^{*outside Employment*} overtime on a seniority basis with adequate advance notice. In assignment of Board of Education and Township functions, the Township agrees to a policy, of first seeking volunteers for the functions before assigning employees. If there are no volunteers for the function, the Township shall assign employees to the function, but in no event shall the Township assign an employee to the function who is on his day off except in extremely emergent circumstances. In the event an employee is assigned (ordered) to one of the aforesaid functions, by the Township, he shall be compensated at one and one half times his hourly rate of pay for a four (4) hour minimum, and on a per hour basis thereafter.

ARTICLE XXIII: DENTAL PLAN

The Township shall provide a close panel Dental Plan, insurance company or other organization providing the same dental care, for employees covered under this AGREEMENT and his dependents.

ARTICLE XXIV: RATE DIFFERENTIAL

A. Patrolmen and Patrolmen assigned to the Detective Division:
For the year 1984 there shall be a One Thousand Seven Hundred Ninety Four (\$1,794.00) Dollar salary differential between the normal rate of salary of a Patrolman and the rate of salary said Patrolman shall receive when permanently assigned to the Detective Division as of 1-1-84, and a differential of \$1,866.00 as of 7-1-84. The 1985 differential shall be One Thousand Nine Hundred Seventy Eight (\$1,978.00) Dollars.

B. Whenever a Detective is designated as the "Duty Detective" and is on call for that period of time assigned by his Division Commander, he

shall receive two (2) hour's pay at his normal hourly rate of pay as additional compensation for keeping himself on this standby status.

ARTICLE XXV: SHIFT DIFFERENTIALS

A. The following shift differentials shall apply for any member covered under this AGREEMENT for assignment to one of the following shifts on a permanent basis:

1. For the 8:00 a.m. to 4:00 p.m. shift, the normal rate of compensation.
2. For the 4:00 p.m. to Midnight shift, in addition to the normal rate of compensation, there shall be paid a 4% additional shift differential.
3. For the Midnight at 8:00 a.m. shift, in addition to the normal rate of compensation, there shall be paid a 9% additional shift differential.

B. (1) The following shift differentials shall apply for any member covered under this Agreement assigned to the three shifts on a regular rotating basis:

1. For the 8:00 a.m. to 4:00 p.m. shift, the normal rate of compensation.
2. For the 4:00 p.m. to Midnight Shift, in addition to the normal rate of compensation, there shall be paid a 2% additional shift differential.
3. For the Midnight to 8:00 a.m. shift, in addition to the normal rate of compensation, there shall be paid a 3% additional shift differential.

C. Rates shall be paid quarterly in the fixed amounts specified below based on the average earnings as a member assigned the entire quarter on a regular rotating basis.

As of January 1, 1984	\$106.50 Per Qtr.
As of July 1, 1984	\$111.00 Per Qtr.
As of January 1, 1985	\$118.00 Per Qtr.

(2) The following shift differential shall apply for any member covered under this Agreement assigned to the ~~first~~ ^{SECOND} and ~~mid~~ ^{THIRD} shifts ^{WCS P. J. S.} on a rotating bases as a Patrolman assigned to the Detective Division: ^{PH. 7.11. 11.19}

As of January 1, 1984	\$65.25 Per Qtr.
As of July 1, 1984	\$68.00 Per Qtr.
As of January 1, 1985	\$72.00 Per Qtr.

(3) The above differentials will be disbursed (paid) on the first pay day following the end of each calendar quarter.

Any Officer who is not assigned on either of the two categories for a full quarter will be compensated on a pro rated basis.

ARTICLE XXVI: COLLEGE CREDITS

On December 1st of each year, the Township shall pay to every Patrolman as additional compensation, the sum of Ten (\$10.00) Dollars per credit per year for college credits possessed by said patrolman for undertaking, completing and satisfactorily passing college courses of study accepted toward an academic degree related to Law Enforcement, at any accredited college or university. In order to qualify for such compensation, said patrolman must present and file an officially documented transcript of credits and secure the approval thereof by the Chief of Police at least thirty (30) days prior to December 1st.

Compensation shall be paid for credits in blocks of one (1) up to maximum of one hundred twenty (120) credits.

ARTICLE XXVII: PAYMENT AT HIGHER RANK

A patrolman temporarily assigned and performing the work and duties of an officer of higher rank shall receive, upon the approval of the Chief of Police, the rate of salary or compensation of that higher rank. Such compensation shall be paid from the first day of performance of said work and duties of an officer of a higher rank, including, but not limited to Detective & Sergeant.

ARTICLE XXVIII: WAGES & LONGEVITY

Wages shall be paid in accordance with the Salary Ordinance of the Township of Gloucester prepared in accordance with the attached Schedule "A", Article XXIV and all other provisions of this contract.

Longevity pay for extended service shall be determined on the basis of the employee's anniversary date of employment in accordance with the rates hereinafter set forth; and it shall be payable in one lump sum on December 1st of the year when the longevity rates become applicable to the particular employee, and on each December 1st thereafter.

Commencing on the anniversary date of employment of the beginning of the year of service indicated in the first column below until the end of the year of service indicated in the second column below, the employee who shall qualify therefore shall receive a sum equivalent to that percentage figure indicated in the third column below of his base salary rate for the current year:

<u>Column 1</u>		<u>Column 2</u>	<u>Column 3</u>
5th year	through	6th year	5%
7th year	through	9th year	6%

10th year	through	12th year	7%
13th year	through	14th year	8%
15th year	through	16th year	9%
17th year	through	19th year	10%
20th year	through	retirement	12%

An officer may request that longevity be paid within his base salary in order to increase his pension benefits, however, the officer must request this during the three (3) years prior to his anticipated retirement.

ARTICLE XXIX: OUTSIDE EMPLOYMENT

Employees may engage in outside employment under the regulations and conditions contained in the Township Police Manual dated 1972.

ARTICLE XXX: PRESCRIPTION PLAN

A. The Township will provide for all members covered under this AGREEMENT a prescription plan for employees and their dependents in which the employee is responsible for payment of fifty (.50¢) cents toward the cost of the prescription. The maximum reimbursement for employees and dependents, combined, shall be a total of \$250.00 per year.

B. Beginning in the year 1982, the Township agrees to provide a prescription eyeglass and examination plan to employees and their dependents in an amount up to a total of \$250.00 per year for employees and dependents combined.

ARTICLE XXXI: F.O.P. OR P.B.A. OFFICERS, DELEGATES, OR TRUSTEES

Any F.O.P. or P.B.A. officers, delegates, or trustees shall be given time off to attend any local or state meeting or executive session of either organization providing the manpower needs of the department are not

adversely effect, and the prior consent of the Chief of Police or his designee has been secured.

ARTICLE XXXII: EMERGENCY STANDBY

In the event that any member covered under this AGREEMENT is ordered to place himself on alert for duty in an emergency situation, he will be compensated at the rate of four (4) hours pay at the normal hourly rate of pay for each day on such emergency standby.

ARTICLE XXXIII: TRAINING

The Township agrees to provide transportation to and from training schools as incidental to the member's employment.

A. For training schools at any training area the Township agrees to provide to members covered under this AGREEMENT, daily round trip transportation in the form of a police vehicle or payment for mileage at the rate of twenty-two (.22¢) cents per mile.

ARTICLE XXXIV: SCHEDULING - COMPENSATION

(a) For the years 1984 and 1985 the present existing schedule in effect on December 31, 1983 shall remain in effect for the length of this AGREEMENT for all members covered under this AGREEMENT.

(b) Compensation

Any member covered by this AGREEMENT shall be compensated on a 8 hour day basis for all payments of accrued benefit days including sick, vacation and holiday pay. This clause applies to any member covered by this AGREEMENT who shall terminate, resign, separate under just cause and who shall qualify for the benefits under this AGREEMENT.

(c) It is further understood that as long as the present schedule, as written above ,Paragraph (a), stays in effect, sick leave, vacation leave

and holiday pay shall be computed as 1 day equalling 8 hours as per past practice under the existing work schedule.

ARTICLE XXXV: DUES & CHECK OFF

The Employer agrees to deduct monthly, the GTPC monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Treasurer of the Township of Gloucester by the Treasurer of the GTPC, together with a list of names of all employees for whom deductions are made. The aggregate deductions of all employees shall be remitted to the Financial Secretary of the GTPC with a list of names of all employees for whom the deductions were made by the tenth (10) day of the succeeding month after such deductions are made. The revocation of this authorization shall be in writing, in duplicate, one to be sent to the GTPC and one copy to the Financial Director of the Township, and further, in accordance with the provisions of applicable statutes as presently exist or as may be amended.

ARTICLE XXXVI: AGENCY SHOP (RE: NJ Public Law of 1976 - Chapter 177)

- A. The Employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of G.T.P.C. and transmit the fee to the majority representative.
- B. The deduction shall commence for each employee who elects not to become a member of G.T.P.C. during the month following written notice from G.T.P.C. of the amount of the fair share assessment. A copy of the written notice of the fair share assessment must also be furnished to the new Jersey Public Employment Relations Commission.

- C. The fair share fee for services rendered by the G.T.P.C. shall be in an amount equal to the regular membership dues, initiation fees, and assessments of G.T.P.C., less the cost of benefits finance through the dues and available only to members of the unit, but in no event shall the fee exceed eighty five percent (85%) of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the G.T.P.C. to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the employer.
- E. The G.T.P.C. shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the G.T.P.C. This appeal procedure shall in no way involve the Employer or require the employer to take any action other than hold the fee in escrow pending resolution of the appeal.
- F. The G.T.P.C. shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suites or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Unit to the Employer, or in reliance upon the

official notification on the letterhead of G.T.P.C. and signed by the President advising of such changed deduction.

ARTICLE XXXVII: TERMS AND CONDITIONS

This AGREEMENT shall be in full force and effect from January 1, 1984 through and including the 31st of December, 1985. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than one hundred twenty (120) days prior to such expiration.

This AGREEMENT shall remain in full force and effect on a day to day basis during collective bargaining negotiations between the parties extending beyond the date of expiration set forth herein.

Collective negotiations on the terms of a new AGREEMENT shall commence no later than September 1, 1985, and shall be completed before or no later than December 31, 1985.

Carl A. Muller
7/19/84
Mayor

Ralph J. Kripp Pres.
GTPC Representative

J. M. Bealy
Business Administrator

Walter C. Self, Secretary
GTPC Representative

ATTEST:

Ronald A. Bakley
GTPC Representative

Robert J. Stroh
Township Clerk

GTPC Representative

SCHEDULE "A"
SALARY SCHEDULE
PATROLMEN

As of January 1, 1984:

- | | |
|---|----------------------|
| 1. Date of employment to six (6) months of service | \$17,221.00 per year |
| 2. Six (6) months of service to one (1) year of service | \$18,128.00 per year |
| 3. After one (1) year of service | \$24,312.00 per year |

As of July 1, 1984:

- | | |
|---|----------------------|
| 1. <u>Date of employment to six (6) months of service</u> | \$17,910.00 per year |
| 2. Six (6) months of service to one (1) year of service | \$18,853.00 per year |
| 3. After one (1) year of service | \$25,284.00 per year |

As of January 1, 1985:

- | | |
|---|----------------------|
| 1. <u>Date of employment to six (6) months of service</u> | \$18,985.00 per year |
| 2. Six (6) months of service to one (1) year of service | \$19,984.18 per year |
| 3. After one (1) year of service | \$26,801.00 per year |

C. For court appearances required while off duty before the Grand Jury, Superior, County and Juvenile Courts in criminal matters, compensation shall be paid therefor at the rate of time and one-half of hourly earnings. The minimum compensation for such appearances shall be for the first four (4) hours, thereafter on a per hour basis at the aforesaid rate.

D. For Gloucester Township Municipal Court appearances required while off duty, where a policeman is unable to schedule such appearance during his regular work shift, or where the matter had been postponed or is otherwise continued and deferred by the Court, not at the request of the superior officer, and he is otherwise off duty, compensation at the rate of one (1) hour's pay at the normal hourly rate of pay shall be paid for the first hour, and thereafter on a per hour basis at one and one-half times the hourly rate of pay.

E. All superior officers shall schedule their appearances before the Gloucester Township Municipal Court during their regular work shift, if possible, and no compensation shall be paid for matters which might have been scheduled during a regular shift unless good cause exists, as approved by the Chief of Police.

F. For off duty appearances before any other court, judicial hearing, or juvenile intake hearing, one and one-half times the officer's hourly rate with a four (4)

hour minimum compensation, and thereafter on a per hour basis.

G. For off duty attendance at Board of Education and Township functions and functions of other organizations, such as athletic contests, dances, etc., the officer shall be compensated at the rate of fourteen dollars and twenty cents (\$14.20) per hour.

H. All outside employment requests for police supervision made by private contractor working within the Township shall be posted by the Department monthly and rotated accordingly, based on the list of volunteers who sign up for this employment.

I. The rate for outside employment shall be sixteen (\$16.00) dollars per hour. A minimum of four (4) hours work shall be provided.

J. In the assignment of outside employment required by the Board of Education and Township functions, the Township shall distribute such outside employment fairly and equitably, and, wherever and whenever feasible and practicable, shall assign such outside employment on a seniority basis with adequate advance notice. In assignment of Board of Education and Township functions, the Township agrees to a policy of first seeking volunteers for the functions before assigning employees. If there are no volunteers for the function, the Township shall assign employees to the function, but in no event shall the

Township assign an employee to the function who is on his day off except in extremely emergent, circumstances. In the event an employee is assigned (ordered) to one of the aforesaid functions by the Township, he shall be compensated at one and one-half times his hourly rate of pay for a four (4) hour minimum, and on a per hour basis thereafter.

ARTICLE XXIII

DENTAL PLAN

The Township shall provide a closed panel dental plan, insurance company or other organization providing the same dental care, for employees covered under this Agreement, and his dependents.

ARTICLE XXIV
SHIFT DIFFERENTIALS

A. The following shift differentials shall apply for any member covered under this Agreement for assignment to one of the following shifts on a permanent basis:

1. For the 8:00 a.m. to 4:00 p.m. shift, the normal rate of compensation.

2. For the 4:00 p.m. to midnight shift, in addition to the normal rate of compensation, there shall be paid a four (4%) percent additional shift differential.

3. For the midnight to 8:00 a.m. shift, in addition to the normal rate of compensation, there shall be paid a nine (9%) percent additional shift differential.

B. The following shift differentials shall apply for any member covered under this Agreement assigned to the three shifts on a regular rotating basis:

1. For the 8:00 a.m. to 4:00 p.m. shift, the normal rate of compensation.

2. For the 4:00 p.m. to midnight shift, in addition to the normal rate of compensation, there shall be paid a two (2%) percent additional shift differential.

3. For the midnight to 8:00 a.m. shift, in addition to the normal rate of compensation, there shall be paid a three (3%) percent additional shift differential.

C. 1. The above referenced shift differentials shall

be paid quarterly in the fixed amounts for Sergeants as follows:

As of January 1, 1988	\$157.50 per qtr.
As of July 1, 1988	163.80 per qtr.
As of January 1, 1989	172.81 per qtr.
As of July 1, 1989	174.54 per qtr.

2. The above referenced shift differentials shall be paid quarterly in the fixed amounts for Lieutenants as follows:

As of January 1, 1988	\$167.91 per qtr.
As of July 1, 1988	174.63 per qtr.
As of January 1, 1989	184.25 per qtr.
As of July 1, 1989	186.10 per qtr.

D. The following shift differential shall apply for any member covered under this Agreement assigned to the third shift on a rotating basis as a Lieutenant assigned to the Detective Division:

As of January 1, 1988	\$86.90 per qtr.
As of July 1, 1988	90.38 per qtr.
As of January 1, 1989	95.36 per qtr.
As of July 1, 1989	96.32 per qtr.

E. The above differentials will be disbursed (paid) on the first pay day following the end of each calendar quarter. Any officer who is not assigned on either of the two categories for a full quarter will be compensated on a pro-rated basis.

ARTICLE XXV

COLLEGE CREDITS

A. On December 1st of each year, the Township shall pay to every Superior Officer as additional compensation the sum of ten (\$10.00) dollars per credit per year for college credits possessed by said Superior Officer for undertaking, completing and satisfactorily passing college courses of study accepted toward an academic degree related to law enforcement at any accredited college or university. In order to qualify for such compensation, said Superior Officer must present and file an officially documented transcript of credits and secure the approval thereof by the Chief of Police at least thirty (30) days prior to December 1st.

B. Compensation shall be paid for credits in blocks of one (1) up to a maximum of one hundred twenty (120) credits.

ARTICLE XXVI

PAYMENT AT HIGHER RANK

A Superior Officer temporarily assigned and performing the work and duties of an officer of higher rank shall receive, upon the approval of the Chief of Police, the rate of salary or compensation of that higher rank. Such compensation shall be paid from the first day of performance of said work and duties of an officer of a higher rank, including but not limited to lieutenant and captain.

ARTICLE XXVII

WAGES AND LONGEVITY

A. Wages shall be paid in accordance with the Salary Ordinance of the Township prepared in accordance with the attached Schedule A, Article XXIV, and all other provisions of this contract.

B. Longevity pay for extended service shall be determined on the basis of the employee's anniversary date of employment in accordance with the rates hereinafter set forth; and it shall be payable in one lump sum on December 1st of the year when the longevity rates become applicable to the particular employee, and on each December 1st thereafter.

C. Commencing on the anniversary date of employment of the beginning of the year of service indicated in the first column below until the end of the year of service indicated in the second column below, the employee who shall qualify therefor shall receive a sum equivalent to that percentage figure indicated in the third column below of his base salary rate for the current year:

<u>Column 1</u>		<u>Column 2</u>	<u>Column 3</u>
5th year	through	6th year	5%
7th year	through	9th year	6%
10th year	through	12th year	7%
13th year	through	14th year	8%
15th year	through	16th year	9%
17th year	through	19th year	10%
20th year	through	retirement	12%

D. An officer may request that longevity be paid within his base salary.

ARTICLE XXVIII
OUTSIDE EMPLOYMENT

Employees may engage in outside employment under the regulations and conditions contained in the Township Police Manual dated 1972.

ARTICLE XXIX
PRESCRIPTION PLAN

A. The Township will provide for all members covered under this Agreement a prescription plan for employees and their dependents in which the employee is responsible for payment of fifty (\$.50) cents toward the cost of the prescription. The maximum reimbursement for employees and dependents combined shall be a total of two hundred fifty (\$250.00) dollars per year.

B. The Township agrees to provide a prescription eyeglass and examination plan to employees and their dependents in an amount up to a total of \$250.00 per year for employees and dependents combined.

C. 1. Effective January 1, 1988, there shall be no deductible for the prescription drug insurance.

2. Effective January 1, 1988, all medical bills that previously had been utilized by employees to reduce the prescription drug deductible shall be submitted to the Township and may be utilized by the Township as it deems necessary.

ARTICLE XXX

F.O.P. OR P.B.A. OFFICERS, DELEGATES, OR TRUSTEES

A. Any F.O.P. or P.B.A. offices, delegates, or trustees shall be given time off without loss of pay to attend any local or State meeting or executive session of either organization, providing the manpower needs of the Department are not adversely affected, and the prior consent of the Chief of Police or his designee has been secured.

ARTICLE XXXI

EMERGENCY STANDBY

In the event that any member covered under this Agreement is ordered to place himself on alert for duty in an emergency situation, he will be compensated at the rate of four (4) hours pay at the normal hourly rate of pay for each day on such emergency standby.

ARTICLE XXXII

TRAINING

A. The Township agrees to provide transportation to and from training schools as incidental to the member's employment.

B. For training schools at any training area, the Township agrees to provide to members covered under this Agreement daily round trip transportation in the form of a police vehicle or payment for mileage at the rate of twenty-two (\$.22) cents per mile.

ARTICLE XXXIII

SCHEDULING - COMPENSATION

A. For the years 1988 and 1989, the present existing schedule in effect on December 31, 1987 shall remain in effect for the length of this Agreement for all employees covered under this Agreement.

B. Compensation: Any employee covered by this Agreement shall be compensated on an eight (8) hour day basis for all payments of accrued benefit days, including sick, vacation, and holiday pay. This clause applies to any member covered by this Agreement who shall terminate, resign, separate under just cause, and who shall qualify for the benefits under this Agreement.

C. It is further understood that as long as the present schedule stays in effect, sick leave, vacation leave and holiday pay shall be computed as one (1) day equalling eight (8) hours, as per past practice under the existing work schedule.

ARTICLE XXXIV

DUES DEDUCTIONS & AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the SONC. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the SONC and verified by the Township Treasurer, during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the SONC shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its member showing the authorized deduction for such employee, or an official notification on the letterhead of the SONC and signed by the President of the SONC advising of such changed deduction.

D. The SONC will provide the necessary "check-off authorization" form and the SONC will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the

Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the SONC and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the SONC during the month following written notice from the SONC of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the SONC shall be in an amount equal to the regular membership dues, initiation fees and assessments of the SONC, less the cost of benefits financed through the dues and available only to members of the SONC, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the SONC to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it

represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

J. Prior to January 1st and July 31st of each year, the SONC shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The SONC shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the SONC. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

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

M. The SONC is required under this Agreement to represent all of the employees in the bargaining unit, and

not only for members in the SONC, and this Agreement has been executed by the Township after it had satisfied itself that the SONC is a proper majority representative.


ARTICLE XXXV

TERMS AND CONDITIONS

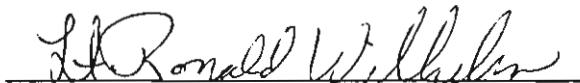
A. This Agreement shall be in full force and effect from January 1, 1988 through and including the 31st of December 1989. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, said party must notify the other party in writing not less than one hundred twenty (120) days prior to such expiration.

B. This Agreement shall remain in full force and effect on a day to day basis during collective bargaining negotiations between the parties extending beyond the date of expiration set forth herein.

C. Collective negotiations on the terms of a new Agreement shall commence no later than September 1, 1989, and shall be completed before or no later than December 31, 1989.



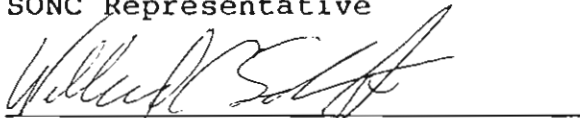
Mayor



SONC Representative



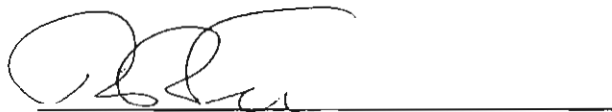
Business Administrator



SONC Representative

ATTEST:





SCHEDULE A
SALARY SCHEDULE

<u>Classification</u>	<u>1/1/88</u>	<u>7/1/88</u>	<u>1/1/89</u>	<u>7/1/89</u>
Sergeant	\$35,814	\$37,247	\$39,296	\$39,689
Lieutenant	38,201	39,729	41,914	42,334
Captain	40,590	42,214	44,536	44,981