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A G R E E M E N T

Between the

**MAINLAND PBA LOCAL #77
(HAMMONTON)**

And the

TOWN OF HAMMONTON

JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

Final Agreement – 02/--/07

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PREAMBLE

This Agreement, made this 26th day of March 2007, between Mainland PBA Local #77, (hereinafter referred to as "the PBA") and the Town of Hammonton, a municipal corporation organized under the Laws of the State of New Jersey, (hereinafter referred to as "the TOWN.")

The parties hereto have by virtue of collective bargaining, developed an employment contract, which contract represents the complete and final understanding on all issues between the parties.

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ARTICLE I
RECOGNITION

A. The Town hereby recognizes the PBA as the exclusive and sole representative for collective negotiations concerning the salaries, hours, and all other terms and conditions of employment for POLICE OFFICERS, and POLICE SERGEANTS ONLY of the Hammonton Police Department.

B. Unless otherwise indicated, the terms "Police Officer," "Employee" or "Employees" when used in this contract, refer to all persons represented by the PBA in the above-defined negotiating unit.

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ARTICLE II

GRIEVANCE PROCEDURE

A. **Definition**

A grievance is any dispute between the parties concerning the interpretation, application or violation of the Agreement, policies, administrative decisions, or any complaint by any employee as to any action or non-action which violates any right arising from his or her employment.

B. **Grievance Steps**

1. Step One: Any and all grievances by an employee and responses thereto by the Town shall be submitted to the steward of the PBA in writing within twenty (20) days of its occurrence. The steward shall screen and process all grievances with the Chief within fifteen (15) days of written receipt.

2. Step Two: If the grievance is not resolved within ten (10) days after presentation to the Chief, the grievance shall be submitted to the Mayor and Council 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.

3. Step Three: The Mayor and Council or his designee must render a written decision regarding the grievance within fifteen (15) days of receipt of the recommendation to the Chief of Police.

1
2 4. Step Four: In the event that a grievance is not resolved at Step Three, and the
3 PBA finds the grievance to be meritorious, the PBA may refer the matter for impartial binding
4 arbitration. The PBA shall notify the New Jersey Public Employment Relations Commission
5 within fifteen (15) days of receipt of the decision in Step Three that they are moving a
6 grievance to arbitration and shall request that a list of arbitrators be furnished to the Town and
7 the PBA.
8

9
10 5. **Arbitration**

11 a. The fees and expenses of the arbitrator shall be borne equally by
12 the parties. Any other expenses incurred by the parties, including but not limited to the
13 presentation of witnesses, shall be borne by the party incurring same.
14

15 b. The arbitrator shall be bound by the terms and conditions of this
16 Agreement and shall not have any power to add to, subtract from or in any way
17 modify any of the terms of this Agreement.

18 c. The decision of the arbitrator shall be in writing with the reasons
19 therefore and shall be final and binding upon the parties.
20

21 C. **Presence of Individuals**

22 The Steward or his alternate, whose presence is required in the grievance procedure,
23 shall be released from work without loss of pay for such purpose. Any individuals employed
24 by the Town reasonably required as a witness in arbitration proceedings under this Agreement
25 shall be made available during working hours without loss of any pay. The President of PBA
26 #77 or his designee, if employed by the Town, shall be released from work without loss of
27 pay to attend arbitration hearings involving employees covered under this Agreement.
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D. **Time Limits**

The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the succeeding step in the grievance procedure within the time limits prescribed, then disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure. All such extensions shall be in writing and signed by a representative of the Town and the Steward.

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ARTICLE III

EMPLOYEE RIGHTS

A. **Civil Rights**

All Police Officers shall retain all of the civil rights under both New Jersey State Law and Federal Law.

B. **Pension Rights**

Employees shall retain all pension rights under New Jersey Law and ordinances of the Town.

C. **Personnel File**

1. The official personnel file shall be established and maintained for each Police Officer covered by this contract in the office of the Town Clerk/Business Administrator. All other internal files or disciplinary files will be kept in the office of the Police Chief. Such files are confidential records and shall be maintained by the Town of Hammonton and may be used for evaluation purposes by the Chief of Police, Mayor, and/or governing body only.

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

a. A Police Officer shall have the right to inspect his personnel file within a reasonable amount of time after making a formal request for same, provided that the Chief of Police, or his designated representative, is present at the designated time.

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b. The officer may sign the document indicating he is aware of and in agreement with what is contained therein.

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

D. **PBA Affiliation**

Pursuant to Chapter 303, Public Laws of 1968, the Town agrees that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective bargaining negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Town undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the employment of any rights conferred by Chapter 303, or other law of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any police officer with respect to hours, wages or any other term or condition of employment by reason of his membership in the PBA affiliates, or his participation in any of these activities, collective negotiations with the Town, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

E. **Additional Rights**

Nothing contained herein shall be construed to deny or restrict any Policeman or the Town any such rights to which they may be entitled under any other applicable law and/or regulations. The rights granted herein are deemed to be in addition to those provided elsewhere.

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F. **Non-Discrimination**

The Town hereby agrees that it shall not discriminate against any police officer with respect to hours, wages, or any terms or conditions of employment. If a member of this contract is under arrest or is likely to be; that is, if he is a suspect or target of a criminal investigation, he shall be immediately warned of all of his constitutional rights pursuant to the Constitution of the United States and of the State of New Jersey and be immediately permitted to consult with counsel of his own choosing prior to any questioning taking place. A representative from the PBA shall also be present at the discretion of the member being investigated.

G. **Legal Representation and Expungement**

1. The Town will provide counsel, at its expense, for the defense of all police officers in criminal actions brought against them arising out of, and directly related to the lawful exercise of police powers in furtherance of their official duties.

2. Further, it is agreed that any police officer charged with a criminal offense, including disorderly persons offense, may retain counsel of his/her choice for the purpose of such representation. The town shall not disapprove counsel for the police officer for any reason other than legal conflict of interest.

3. As soon as practical, counsel shall provide the Town or its designee, with a detailed statement of anticipated services, the hourly billing rate to be applied, the total anticipated expenditure of time for the case, and the anticipated total charge. This statement shall be submitted, in writing, and shall be signed by the attorney.

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4. Payment for services rendered will be made at the conclusion of the litigation, upon submission of a copy of the judgment of the Court and an itemized bill, broken down in the segments not greater than quarter-hour, for all services rendered. The Town reserves the right to decline payment for any services which are not sufficiently documented or deemed to be unreasonable in relation to the files statement of anticipated services.

5. In the event a dispute should arise, concerning the appropriate hourly rate or fee in a particular case, either party may submit the dispute to the appropriate Bar Association Fee Arbitration Committee whose decision shall be final and binding. The Town reserves the right to set the hourly rate and maximum fee to be paid.

6. As it pertains to expungements, the Town hereby agrees that it will require the Town Solicitor to act on behalf of a police officer who has a charge dismissed where there is no finding of probable cause or where the charges were dismissed, or where a matter is charged and tried to conclusion and the officer is acquitted.

H. Civil Representation

1. The Town will defend and indemnify all police officers for all civil claims arising from their employment, including professional liability claims. Members of the PBA agree to cooperate in the defense of any such claim.

2. It is expressly understood that the Town will only defend and indemnify those claims that arise out of the employment of an officer. The Town reserves the right to reserve payment until the litigation is concluded, or, in the alternative, have the employee reimburse the Town if it is determined that the conduct complained of is outside the scope of employment.

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ARTICLE IV

MANAGEMENT'S RIGHTS

- A. The Town reserves and retains the right to the following:
1. To the management and administrative control of the Town Government and its properties and facilities and the activities of its employees.
 2. To hire all employees and, subject to the provisions of law, to determine the qualifications and conditions for continued employment.
 3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing power, rights, authority, duties and responsibilities of the Town, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgement and discretion, in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States. Nothing herein shall be construed to deny or restrict the Town of its power, rights, authority, duties and responsibilities under N.J.S.A. 40 and 40A, or any other national, state, county, or local laws or ordinances.

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ARTICLE V
BULLETIN BOARD

A. The Town shall permit the PBA to install and use a Bulletin Board in the Town Hall Building, for the posting of notices concerning PBA business and activities and concerning matters dealing with the welfare of employees.

B. The Police Department's Bulletin Board shall not be used by any other labor organization. The PBA and Chief of Police shall mutually agree as to where the bulletin board will be located.

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ARTICLE VI

STANDARD OPERATING PROCEDURES

A. Due to the nature of Police work, and to insure greater efficiency and uniformity, and to avoid misunderstandings, the Town agrees that Standard Operating Procedures shall be developed by the Chief of Police and adopted by Mayor and Council. The Town agrees to provide notification of the adoption by resolution of all Standard Operating Procedures, and further agrees to allow the PBA input concerning the Standard Operating Procedures prior to adoption.

B. The Chief of Police may periodically change the Standard Operating Procedures but only upon submission to Mayor and Council for approval by resolution after notification to the PBA. The PBA understands that nothing in this Agreement shall restrict the Chief in handling emergency situations in a manner deemed appropriate by the Chief. If an emergency exists, and the Chief must alter the Standard Operating Procedure to handle the emergency, the Chief shall, within a reasonable time, notify the Chairman of the Town Council Law and Order Committee.

C. Nothing contained herein shall be deemed to constitute a waiver of the Town's obligation to negotiate with the PBA over any contemplated changes and/or modifications in terms and conditions of employment.

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ARTICLE VII

SCHEDULING

A. The PBA recognizes that the scheduling of the shift and working hours is within the discretion of the Chief. The Town agrees that whenever there is a change of the shift(s) or working hours, or schedules, a change may be based upon the police officers seniority and the seniority of the officers should always be one of the considerations. For purposes of this Article, seniority shall be defined as the length of time an individual has served as a police officer with the Town of Hammonton. If officers have the same length of service, the score on the civil service test shall determine seniority. The person with the higher score shall be considered higher in seniority. For the purposes of establishing seniority, rank shall be considered first, and the numbers of years served shall be considered second as seniority.

B. Nothing in this article shall prevent the Shift Supervisor from detailing the Police Officers on a shift/s to the activity that the Supervisor feels that particular Police Officer is better qualified than other Police Officers, regardless of seniority.

C. Anytime an officer's schedule is changed within 48 hours after a new schedule has been posted, the officer shall receive four (4) hours compensation at straight time.

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ARTICLE VIII
COMMENCEMENT OF SHIFT

Upon commencement of an Officer's shift, the Officer shall sign in and out pursuant to the Police Department's electronic sign-in and sign-out procedure.

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ARTICLE IX

HOLIDAYS

A. The present schedule for holidays shall continue for the term of this Agreement.

B. The following are the fifteen (15) holidays recognized in this Agreement:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 9. Columbus Day |
| 2. Martin Luther King Day | 10. General Election Day |
| 3. President's Day | 11. Veteran's Day |
| 4. Good Friday | 12. Thanksgiving Day |
| 5. Easter Monday | 13. Day after Thanksgiving |
| 6. Memorial Day | 14. Christmas Day |
| 7. Independence Day | 15. Birthday |
| 8. Labor Day | |

C. Officers shall be compensated for the above Holidays by receiving forty (40) hours of compensatory time. Ten (80 hours) of the fifteen holidays listed above shall be rolled into base salary effective January 1, 2006.

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D. If an officer actually works on any of the following six (6) designated Holidays, he shall receive an additional four (4) hours of compensatory time for each day worked:

1. New Year's Day
2. Memorial Day
3. July 4
4. Labor Day
5. Thanksgiving
6. Christmas Day

E. In addition to the above, all employees covered under this Agreement shall receive equal time off whenever other Town employees are granted time off in observance of any federal, state, or local holiday, or by proclamation of Mayor and Council, excepting particular emergency situations which may arise.

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ARTICLE X

VACATIONS

A. Vacations shall be based upon the completion of years of service if completed within the calendar year. All vacations are to be taken during the calendar year earned, when possible. Officers shall not be permitted to carry at any one time, more vacation days than listed in Ordinance #22-1994.

B. The following is the allotted number of vacation days which shall be credited on January 1 of each year:

- First through the Fifth Year.....100 hours
- Beginning the Sixth year through the Fifteenth year.....140 hours
- Beginning the Sixteenth year through the Twenty-fourth year.....160 hours
- Beginning the Twenty-fifth year.....200 hours

C. All Police Officers shall be entitled to take their vacation entitlements in increments of one (1) working day, if scheduling permits. Vacations shall be granted according to rank first, seniority following with the approval of the Chief of Police.

D. **Carry-Over**

An employee may carry over any unused vacation leave for a period of one (1) year. Any vacation time carried over must be utilized in the following year.

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ARTICLE XI

SICK LEAVE

A. **Sick Leave**

1. **Definition**

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. The Town agrees that no Police Officer shall be required to submit a Doctor's Certificate to the Town Clerk, through the Chief of Police, for any illness, unless the period of illness is five (5) consecutive days or a total of ten (10) accumulated days throughout the calendar year.

2. **Accumulation**

a. First year employees shall accumulate sick leave at the rate of eight (8) hours for every month service during the first calendar year of employment. All other employees shall receive one hundred twenty (120) hours of sick leave annually to be credited as of January 1 of each calendar year. 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. The Town 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.

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b. In the event an officer has no sick leave remaining as of the last day of December and is out on sick leave with no anticipated date of return from a physician, his sick leave for the following year shall be accrued on a pro-rated monthly basis in the event he does not return to work.

3. **Pay Upon Termination**

Upon an employee's retirement, death or honorable termination of employment, said employee shall be compensated for all accumulated sick leave at his per diem rate of pay at time of retirement, death or termination in the same manner as all other employees of the Town. The maximum reimbursement for accumulated sick leave shall be \$12,000.00.

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ARTICLE XII
LEAVES OF ABSENCE

A. All employees shall be granted leave, without deductions from pay, benefits, or time owed, for the following reasons:

1. **Personal Leave**

Each Police Officer shall be entitled to three (3) working days personal time without giving the reason therefore creditable as of January 1 of each calendar year.

2. **Bereavement Leave**

a. Leave of absence with pay, up to a maximum of five (5) working days, shall be granted to any employee in case of death within his immediate family. Such leave must be taken immediately upon the death. In the event the funeral is postponed or delayed due to travel or extenuating circumstances, then the five (5) days must be utilized within fourteen (14) calendar days of the death.

b. The term "immediate family" shall include only father, mother, step-parent, step-child, mother-in-law, father-in-law, grandparent, sister or brother, spouse, child or foster child of an employee, or any other member of the immediate household who has established that household as their legal residence.

c. In the event of travel, the number of days shall be determined by the Chief of Police with approval of the Chairperson of the Town Council Law and Order Committee.

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d. Such leave may be extended with pay at the discretion of the Chief of Police. The extended leave, if granted, shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

3. **Serious Illness**

Up to three (3) working days shall be granted in the event of a serious illness of an immediate family member as defined above.

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. An officer shall not be required to utilize his personal sick leave for an injury incurred in the line of duty.

b. Any amount of salary or wages paid or payable to employees because of leave pursuant to this Section 4.a. shall be reduced by the amount of workmen's compensation awarded under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the injury or illness requiring such leave.

5. **Paternity Leave**

Any male Police Officer shall be eligible for a paternity leave with pay and benefits for three (3) days commencing on the day of the birth of his child. All other leave may be granted pursuant to applicable federal law.

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6. **Military Leave**

As set forth in the pertinent New Jersey State Statute and Federal Law regulating military leave.

7. **Leave for PBA Meetings**

The 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 the 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.

8. **Leave for Local PBA Business**

The President, Shop Steward or his designee (not to exceed one (1) employee) shall be allowed one (1) hour of paid leave time during his scheduled shift to conduct PBA business as long as such time away from duty would not significantly interfere with operations of the department.

9. **Extended Leaves of Absence**

Leaves of Absence with or without pay may be granted for a period up to but not exceeding six (6) months.

B. Any time granted to a Police Officer under this Article, shall not be deducted from any other time or benefits owed to the Police Officer.

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C. Additional Leaves of Absence may be granted by the Town for emergency situations by Mayor and Town Council.

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ARTICLE XIII

SALARY, LONGEVITY, OVERTIME

A. Salaries

1. Commencing with and retroactive to January 1, 2006 and ending April 7, 2006, the annual base salary to be paid to the police officers of the Town shall be as follows:

2006 SALARY SCHEDULE*

(Effective January 1, 2006)

<u>2006</u> <u>STEP</u>	<u>SALARY</u>
1	\$38,104
2	40,693
3	45,288
4	49,881
5	54,804
6	59,726
7	64,802
SGT	70,255

*Includes 80 hours of Holiday pay computed at 3.85%

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B. Salaries

2. Effective April 8, 2006 and continuing through midnight, December 31, 2006, the annual base salary to be paid to the police officers of the Town shall be as follows:

2006 SALARY SCHEDULE*
(Effective April 8th)

<u>2006</u> <u>STEP</u>	<u>SALARY</u>
1	\$39,437
2	42,117
3	46,873
4	51,627
5	56,722
6	61,817
7	67,070
SGT	72,713

*Includes 80 hours of Holiday pay computed at 3.85% prior to application of 3.5%

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3. Commencing January 1, 2007 and continuing through midnight December 31, 2007, the annual base salary to be paid to the police officers of the Town shall be as follows:

2007 SALARY SCHEDULE#
(3.5%)

<u>2007</u> <u>STEP</u>	<u>SALARY</u>
1	\$41,956
2	44,729
3	49,652
4	54,573
5	59,846
6	65,119
7	70,556
SGT	76,397

#Includes \$1,100 equity adjustment prior to application of 3.5%

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4. Commencing January 1, 2008 and continuing through midnight December 31, 2008, the annual base salary to be paid to the police officers of the Town shall be as follows:

2008 SALARY SCHEDULE
(3.5%)

<u>2008</u> <u>STEP</u>	<u>SALARY</u>
1	\$43,424
2	46,295
3	51,390
4	56,483
5	61,940
6	67,398
7	73,026
SGT	79,071

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5. Commencing January 1, 2009 and continuing through midnight December 31, 2009, the annual base salary to be paid to the police officers of the Town shall be as follows:

2009 SALARY SCHEDULE
(3.5%)

<u>2009</u>	<u>SALARY</u>
<u>STEP</u>	
1	\$44,944
2	47,915
3	53,189
4	58,459
5	64,108
6	69,757
7	75,582
SGT	81,838

6. **Previous Service**

Any officer hired with prior experience and already having attended the police academy, shall be given up to three (3) years service credit on the salary schedule for all such years of experience.

7. **Hourly Rate**

The hourly rate of pay shall be computed on 2080 hours per year, divided in the employee's base yearly salary including any longevity pay.

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8. **Paychecks**

Paychecks will be issued the Friday following the end of each payroll period. The change in payroll date may result in a deferral of some compensation that an officer is entitled to until the next paycheck. All items on the paycheck shall be listed separately, such as overtime, court time, outside detail, dues, pension, etc. All additional pay, excluding overtime, shall be paid by separate check. It shall be the responsibility of the employee to notify the Town Clerk, in writing, how the paycheck should be made, and the paycheck shall appear as per the instructions of the employee until such time as the Town Clerk is notified, in writing, to make a change.

9. **Salary Guide Credit in Initial Year of Employment**

- a. An officer hired from January 1 through June 30 of any calendar year shall receive service credit on the salary guide for that year and advance to Step 2 or the next step the following January 1.
- b. An officer hired from July 1 through December 31 of any calendar year shall not receive service credit on the salary guide for that year and shall remain on Step 1 or the same step for the next calendar year.

B. **Longevity**

- 1. All employees shall be entitled to a longevity increment of \$100.00 per year.
- 2. All longevity pay shall be in addition to the salaries stated in salary schedules and shall be included in the determination of an employee's total hourly, weekly and

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yearly base salary, and such shall also be included for pension purposes and for the calculation of overtime.

3. No longevity will be paid for the first year or portion thereof served. In all respective years longevity will be paid for the first year and any portion thereof calculated from the January of the year hired.

C. **Overtime**

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

2. 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 plus longevity computed on the basis of an eight (8) hour day, forty (40) hour work week for all overtime hours worked excluding outside details.

3. All overtime payments shall be paid in the pay period immediately following the period in which it was worked if submitted in a timely fashion.

4. Vacation overtime which is the time an Officer is required to work on his/her vacation days shall be compensated the rate of two (2) times the appropriate hourly rate.

D. **Compensatory Time Off**

1. Consistent with the provisions of the Federal Fair Labor Standards Act, an employee has the option of utilizing compensatory time in lieu of receiving overtime pay. Such compensatory time shall be provided at the same rate as overtime pay i.e., time and one-half, however shall not exceed a total per officer of forty (40) hours at

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any one time. The employee shall be paid overtime for any hours in excess of forty (40) hours.

2. Compensatory time that an officer earns can be taken any time so long as it does not leave the Police Department understaffed. The Chief of Police or his designated representative shall determine if a request for use of compensatory time can be granted. Compensatory time shall be taken hour for hour for normal time, one and one half-hour for overtime.

3. All accumulated compensatory time shall be recorded and accumulated on an hourly basis. Such time may be taken in up to eight (8) hour day or full day allocations.

E. **Minimum Call Back Allowance**

Employees that are called into work while off duty shall receive a minimum of four (4) hours overtime pay. The Town shall not require an employee to remain on duty beyond the time required to complete the assignment he was called in for.

F. **Court Time**

1. A member of this bargaining unit, who is required by the Town to appear in Hammonton Municipal Court while off-duty, shall be paid the sum of seventy-five dollars (\$75.00) for said appearance.

2. A member of this bargaining unit, who is required to appear on official police business in any other criminal court or agency other than Hammonton Municipal Court while off-duty, shall be paid one hundred dollars (\$100.00) for said appearance unless the appearance is over four (4) hours.

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If the Officer is required to appear more than four (4) hours, the Officer shall be paid of one hundred twenty-five dollars (\$125.00).

3. A member of this contract working his/her normal hours shall receive his/her normal pay if he/she is required to appear in court.

4. Court Time Payments shall be made no later than (3) weeks from the date the court time requests for payment are submitted to the Police Officer's command.

5. No overtime shall be allowed for time spent in the Hammonton Municipal Court or any other court.

G. **Detective Stipends**

1. Any officer assigned to the Detective Unit of the police department shall receive an annual stipend of \$1500.00 in addition to his annual salary. Such stipend shall be paid and made a part of his contractual base salary.

2. The amount of the stipend for assignment to the Detective Unit shall be prorated if the assignment is less than a full year.

3. Such stipend shall be paid only for the period of time assigned to the Detective Unit.

H. **K-9 Stipend**

Any officer assigned to K-9 shall receive an annual stipend of \$1500.00 in addition to his annual salary. Such stipend shall be paid and made a part of his contractual base salary.

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I. **Payment for Special Details**

1. The Town and the PBA recognize the need for Police coverage for certain events, such as concerts, construction sites, retail establishments, etc.
2. The Town shall attempt, if possible, to schedule officers for such events at least one (1) week prior to the need for Police coverage.
3. No contract employment shall take place until all provisions, i.e. written contract, insurance certificate, etc., are complied with.
4. Any special detail, including but not limited to traffic, security, athletic and community events, but not including events for which the Township is not reimbursed, will be paid at \$45.00 per hour if the assignment is voluntary. Full time regularly appointed police officers covered under this Agreement shall have the right to notice of and first refusal of all such special details.
5. Any officer working a special detail shall be guaranteed a minimum of three (3) hours pay even if the event is less than three (3) hours. Anything above three (3) hours shall be pro-rated to the next half-hour. Such payment shall be made no later than three (3) weeks following the date of the event.
6. An officer shall be entitled to three (3) hours pay if he is not notified of a cancellation at least eight (8) hours prior to the start time. Such payment shall be made no later than three (3) weeks following the date of the cancelled event.

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ARTICLE XIV

CLOTHING & EQUIPMENT ALLOWANCE

A. Each new police officer hired during this Agreement shall receive, after he/she is certified by the Department of Personnel, State of New Jersey, a full issue of uniform. The uniform selected shall be as prescribed by the Chief of Police and approved by Mayor and Council. Each police officer that receives an initial issue shall not receive a clothing allowance for the purchase of clothing until the calendar year after the initial issue.

B. Each police officer employed by the Town shall have established an expense account for the term of this contract which may be used by that officer to purchase equipment required to perform the duties of police officer. All expenditures must be approved by the Chief of Police and Mayor and Council.

C. The Town hereby agrees to establish an account that will cover the term of this contract for all other police officers to continue to replenish clothing worn as part of their uniform.

D. The total amount in each account for clothing and equipment each year for the term of this Agreement shall be:

- (A) One thousand one hundred (\$1,100.00) per police officer.
- (B) One thousand three hundred (\$1,300.00) per plain clothes detective.
- (C) One thousand two hundred (\$1,200.00) per K-9 officer.

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E. All clothing shall be purchased from one vendor to be selected by the Police Chief and approved by the Mayor and Council. An officer may carry the sum not spent in any year over as a credit that can be spent in the second or third or fourth year of the contract. The police officer shall not receive any sums left in his clothing or equipment allowance account at the expiration of this contract.

F. Should any clothing or personal effects be damaged in the line of duty, they shall be repaired or replaced at the Town's expense.

G. If Mayor and Council should decide to change the uniform at any time during this contract the Town of Hammonton agrees to purchase the new uniform.

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ARTICLE XV
CLOTHING MAINTENANCE

A. Officers shall maintain and wear the proper uniform as required by the Chief of Police or his designee.

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ARTICLE XVI

SAVINGS CLAUSE

In the event that any Federal or State Legislation, governmental regulation, or court decision causes invalidation of any Article or Section of this contract, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall negotiate concerning any such invalidated provisions.

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ARTICLE XVII

INSURANCE BENEFITS

Health Insurance/Prescription

(a) Effective January 1, 2007, and contingent upon the Town satisfying the uniformity requirements of the State Health Benefits Program (“SHBP”), bargaining unit members shall contribute 5% of the dependent health care and prescription costs. This modification shall not be effective until the Town has satisfied the uniformity requirements of the SHBP. N.J.A.C. 17:9-5.4, requires that SHBP employers electing to pay any portion of the cost of dependent coverage pay the same proportion of the cost of such dependent coverage for all employees covered in the program. Thus, the 5% contribution shall not take effect until the Town has met the uniformity requirements of the SHBP. Upon meeting the uniformity requirements of the SHBP and upon the implementation of the 5% contribution, the Town shall simultaneously adopt a Section 125 Plan to allow employee contributions on a pre-tax basis.

(b) The requirements of Section (a) above shall be applicable to all employees who retire on or after July 1, 2007, and shall be implemented immediately upon the Town’s compliance with the uniformity requirements of the State Health Benefits Program. By example, if an employee retires on July 1, 2007, and the uniformity requirements of the State Health Benefits Program are satisfied on September 1, 2007, the 5% contribution shall commence on September 1, 2007.

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A. Health/Medical Insurance

The Town agrees to provide hospitalization insurance which includes traditional coverage, preferred provider organization and health maintenance organization through the New Jersey State Health Benefits Program, as exists or as modified by the State Health Benefits Program (or any other equal to or better health benefit plan) including any changes in co-pays or deductibles that may be implemented by the State Health Benefits Program, for all employees and eligible dependents covered by this Agreement.

B. Prescription Plan

Effective January 1, 2007, the co-pay for generic prescriptions is three dollars (\$3) and ten dollars (\$10) for brand name prescriptions (per current SHBP rates) and may be subject to change to reflect the SHBP prescription co-pays. Bargaining unit members shall be responsible for the payment of prescription co-pays as set by the SHBP.

C. Life Insurance

\$10,000.00 Life Insurance Policy for employee only.

D. Disability

New Jersey State Disability Plan for the employee only.

E. Retirement

1. Employees retiring from the Town with twenty-five (25) years pensionable service or on a disability retirement shall receive all the benefits described above with the exception of C and D, at no cost to the retiree, for the life of the retiree.

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2. The Town shall continue health benefits as per E.1 above for the surviving spouse and dependents of an officer killed in the line of duty until such time she/he remarries or is covered by Medicare.

F. **Annual Exam**

Each police officer shall be required to complete a medical examination once each year. This examination shall consist of basic blood work, chest x-ray, EKG, eyes, ears, nose, throat, prostate, and any other test recommended by the examining physician. The exam shall be done by the Town physician, and at the Town's expense. A copy of the results of the exam shall be provided to the police officer and become part of his/her personnel file in the Town Clerk's Office.

ARTICLE XVIII

DUES DEDUCTION AND AGENCY SHOP

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4 A. The Town agrees to deduct from the salaries of its employees, subject to this
5 Agreement, dues for the PBA and for no other employee representative or labor organizations.
6 Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974,
7 N.J.S.A. (R.S.) 52:199 15.9E, as amended.
8

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10 B. A check off shall commence for each employee who signs a properly dated
11 authorization card, supplied by the PBA and verified by the Town Treasurer during the month
12 following the filing of such card with the Town.
13

14 C. The Town agrees in accordance with state statutes upon receipt of signed authorization
15 cards from the employee, to deduct from the employee's wages the amount of annual dues as
16 prescribed by PBA #77, in equal installments biweekly and to forward said amount to the
17 Treasurer of PBA #77 on the first of each month. This procedure is open to adjustment with
18 the Town Treasurer as to policy procedure.
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21 D. If during the life of this Agreement there shall be any change in the rate of
22 membership dues, the PBA shall furnish the Town written notice thirty (30) days prior to the
23 effective date of such change and shall furnish to the Town either new authorizations from its
24 members showing the authorized deductions for each employee, or an official notification on
25 the letterhead of the PBA and signed by the president of the PBA advising of such changed
26 deduction.
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1 E. The PBA will provide the necessary "check off" authorization form and the PBA will
2 secure the signatures of its members on the forms and deliver the signed forms to the Town
3 Clerk.

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5 F. Any such written authorization may be withdrawn at any time by the filing of notice of
6 such withdrawal with the Town Clerk. The filing of notice of such withdrawal shall be
7 effective to halt deductions in accordance with N.J.S.A. 52:14-15.9E as amended.

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9 G. The Town agrees to deduct the fair share fee from earnings of those employees who
10 elect not to become members of the PBA and transmit the fee to the PBA #77.

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

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19 I. The fair share fee for services rendered shall be in an amount equal to the regular
20 membership dues, initiation fees and assessment of the PBA, less the costs of benefits
21 financed through the dues and available only to members of the Association, but in no event
22 shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees, and
23 assessment.

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J. The sum representing the fair share fee shall not reflect the cost of financial support of political causes for candidates, except to the extent that it is necessary for the PBA to engage in lobbying activity designed to foster its policy goals in collective negotiation 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 Town.

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

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

M. The PBA shall indemnify, defend, and save the Town 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 City in reliance upon official notification on the letterhead of the PBA and signed by the president of the PBA, advising of such debt.

1 N. Membership in the PBA is separate, apart and distinct from the assumption by one of
2 the equal obligations to the extent they have received equal benefits. The PBA is required
3 under this Agreement to represent all of the employees and the bargaining unit fairly and
4 equally, without regard to PBA membership. The terms of this Agreement have been made
5 for all employees in the bargaining unit, and not only for members in the PBA and this
6 Agreement has been executed by the Town after it had satisfied itself that the PBA is a proper
7 majority representative.
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ARTICLE XIX

RETENTION OF FIREARMS

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The Town agrees that any officer who resigns in good standing after twenty-five (25) or more years of service shall retain his sidearm.

ARTICLE XX

COLLEGE INCENTIVE

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A. The Town is committed to the continuing education and professional development of its Police Officers. The Town recognizes, accepts, and agrees with the concept of continuing education and professional development of employees where it directly relates to the Police Officer's job.

B. The Town shall pay up front for the cost of tuition, books, and supplies, for causes of continuing education provided the following: work status, improvement, lead to a degree of certificate used in the work place, a general course of study providing educational credits in work related courses of studies. Upon completion of the course with a passing grade of no less than a "C", and upon submission of other approved receipts of other approved costs, reimbursement will be complete. All courses shall be first approved by the Mayor and Council. If for any reason this paid course is dropped by the employee or the employee fails to pass the course, full restitution by the employee to the Town of Hammonton must be made. In no instance will more than \$750.00 per police officer per year be reimbursed. If for any reason this paid course is dropped by the employee or the employee fails to pass the course, full restitution by the employee to the Town of Hammonton shall be made within thirty (30) days following notification that the employee has either dropped the course or failed to complete the course with a passing grade of no less than a "C". If restitution is not made within the thirty (30) day period, the Town shall recoup such amount through payroll deduction from the employee's paycheck immediately following the thirty (30) day period.

1 C. These courses shall be taken, whenever possible, so as not to conflict with regular
2 working schedules. Every effort shall be made by the Chief of Police to make any necessary
3 schedule changes so that said courses can be taken.

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5 D. A Police Officer shall not have any days deducted for any time spent in taking prior
6 approved courses for the course of their work. The Town shall pay for licenses, if those
7 licenses are required for the Police Officer's employment.

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9 E. Any Police Officer completing a course for a degree, which degree enhances the
10 police officers' capacity to perform services for the Town, shall be compensated as follows in
11 the month of November yearly:
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13 Associates Degree \$500.00

14 Bachelors Degree \$1,000.00
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ARTICLE XXI

OUTSIDE EMPLOYMENT

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A. Police officers shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.

B. It is understood that the police officers will consider their positions with the Town as their primary job. Any outside employment must not interfere with the police officer's efficiency in his/her position with the Town and must not constitute any conflict of interest.

C. No police officer planning to, or engaging in, outside employment during the off-duty hours shall be permitted to wear the regulation Police Department uniform, unless authorized by the Chief of Police and approved by Mayor and Council or upon executed contract properly filed with the Town Clerk's office.

D. All police officers shall notify the Chief of Police, in writing, prior to engaging in any outside employment. Said notification shall include the name, address, and telephone number of the outside employer, type of work to be performed, and the employee's general work schedule for the outside employer.

ARTICLE XXII

CONTINUATION OF BENEFITS
NOT COVERED BY THIS AGREEMENT

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4 All practices and conditions not covered by this Agreement shall continue to be
5 covered, controlled and interpreted by reverence to the Town, Ordinances and Rules and
6 Regulations of the Police Department and any past or present benefits or privileges which are
7 enjoyed by the employees covered by this Agreement, that have not been included in this
8 Contract, shall be continued.
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ARTICLE XXIII

FULLY BARGAINED PROVISION

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

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

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A. At the request of the President and/or Shop Steward of the PBA, there shall be meetings with the Town Clerk, the Chief of Police, the Mayor, and the Head of Law and Order Committee.

B. Employee Relations Committee

1. There is herewith created, an Employee Relations Committee, composed of the Mayor, the Chief of Police, the President and/or Shop Steward of the PBA, and the elected Council Chairperson in charge of Law and Order.

2. The purpose of this Committee shall be to discuss problems and concerns arising out of the activities of the Police Department.

3. The Committee shall meet periodically at times and places mutually convenient to its members.

C. Travel Expense

In connection with their official duties, all Police Officers shall be reimbursed at the maximum allowed rate per mile by the IRS for all approved travel expense while using a personal vehicle and shall be reimbursed for travel from the police officer's home to his/her destination in connection with his/her official duties.

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D. Copies of the Agreement

The Town agrees that it will have sufficient copies printed at the Town's expense for distribution to the PBA so that all employees covered by this Agreement shall receive a copy. The PBA agrees to allow a sufficient time for the copies to be made. All copies shall be delivered to the PBA Shop Steward for distribution.

ARTICLE XXV

DURATION OF AGREEMENT

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4 A. This Agreement shall be in full force and effect from January 1, 2006 until midnight,
5 December 31, 2009.

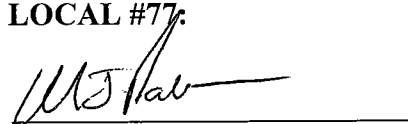
6
7 B. The parties agree that negotiations for a successor agreement modifying, amending, or
8 altering the terms and provisions of this Agreement shall commence no later than one hundred
9 twenty (120) days prior to the date on which this collective bargaining Agreement is to expire.
10 At least three (3) negotiation sessions must take place before either party can file for Interest
11 Arbitration with the Public Employment Relations Commission (PERC). The terms of this
12 Agreement and all practices shall remain in full force and effect until said successor
13 agreement is reached.

14
15 IN WITNESS WHEREOF, the undersigned have affixed their signatures on this 26th
16 day of March, 2007

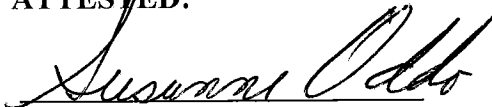
17
18 FOR THE TOWN OF HAMMONTON:

19
20 
21 **JOHN DiDONATO, Mayor**

FOR MAINLAND PBA
LOCAL #77.

22 
23 **MICHAEL BARDELLO**
24 **President**

25 ATTESTED:

26 
27 **SUSANNE ODDO**
28 **Town Clerk**


JOSEPH MAIMONE
Shop Steward