

Contract no. 1744

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AGREEMENT
BETWEEN
BOROUGH OF CLAYTON
GLOUCESTER COUNTY, NEW JERSEY

AND

F.O.P. LODGE NO. 130
GLOUCESTER COUNTY, NEW JERSEY
FOR THE YEARS
1992-1993

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AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 199____
between the Borough of Clayton, hereinafter referred to as
"Borough," and F.O.P. Lodge No. 130, hereinafter referred to
as "F.O.P"

WITNESS;

WHEREAS, the parties have carried on collective
bargaining for the purpose of developing a contract covering
wages, hours and other conditions of employment, and

WHEREAS, the parties have carried on collective
bargaining for the purpose of developing an Agreement
regarding wages, hours and other terms and conditions of
employment;

NOW, THEREFORE, in consideration of following mutual
convenience, it is hereby agreed as follows;;

ARTICLE I

RECOGNITION

1. The Borough recognizes F.O.P. Lodge No. 130 as the
exclusive representative for the following personnel
in Clayton Police Department, hereinafter referred
to as "employees."

Patrolmen
Detectives
Sergeants
Lieutenants (if appointed during the
term of this Agreement)

2. There shall be no discrimination, interference or
coercion by the Borough or any of its agents or employees
against the employees represented by the F.O.P. The F.O.P.

or any of their agents or representatives shall not intimidate or coerce employees into membership. Neither the Borough nor the F.O.P. shall discriminate against any employee because of race, creed, color, age, sex, national origin or religion.

ARTICLE II

DUES DEDUCTION AND AGENCY SHOP

A. Payroll deduction for dues to the F.O.P. for members who are employees of the Borough covered by this Agreement should be made by the Borough upon the submission to the Borough by the F.O.P. of notification from said employee(s) authorizing the deduction of dues from their pay. The appropriate Borough official shall forward said dues to the F.O.P. at regular intervals. Employees shall have the authority to withdraw authorization for dues deduction in accordance with State law. Any such written authorization to deduct dues may be withdrawn by the employee holding employment any time by the following of notice of withdrawal with the Borough. Filing of notice of withdrawal shall be effective to halt deductions as of January 1st next succeeding the date on which notice of withdrawal is filed.

B. The F.O.P. shall indemnify, defend and save the Borough harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the F.O.P. in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

C. Any change in the amount of dues to be deducted during the term of this Agreement shall only be accepted by Borough when received on the letterhead of the F.O.P. and signed by the President of the F.O.P. and/or his designee. Said letter must specifically set out the amount of dues to be deducted and the day upon which said change in dues is to become effective.

D. 1. The Borough agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the F.O.P. and transmit the fees to the F.O.P. after written notice as to the amount of the fair share assessment is furnished to the Borough.

2. The fair share fee for services rendered by the F.O.P. shall be in an amount equal to regular membership dues, initiation fees and assessments of the F.O.P. less the cost of benefits financed through the dues and available only to members of the F.O.P., which in no event shall the fee exceed eighty-five percent (85%) of the regular membership fees dues, and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the F.O.P. to engage in lobbying activities designed to foster its policy goals through collective negotiations to secure for the employees it represents advances in wages, hours and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Borough.

3. The F.O.P. agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment as set forth in N.J.S.A. 34:13A-5.6. In the event the challenge is filed, the deduction of a fair share fee shall be held in escrow by the Borough pending final resolution of the challenge.

4. No fees shall be deducted for any employee sooner than:

- A. Thirtieth (30th) day following the notice of the amount of the fair share fee;
- B. Satisfactory completion of a probationary period;
- C. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

5. The Borough shall deduct the fee from the earnings of the employee and transmit the fee to the F.O.P. on a monthly basis during the term of this Agreement. The F.O.P. assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

6. The F.O.P. shall indemnify, defend and save the Borough 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 Borough in reliance upon fair share information furnished by the F.O.P. or its representatives. Any action engaged in by the F.O.P. its representatives or agents, which discriminates between non-

members with respect to the payment of such fee other than what is allowed under the law shall be treated as an unfair practice.

ARTICLE III
MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Borough reserves to itself sole jurisdiction and authority over matters of policy, and further, the Borough specifically retains the right, in accordance with but not limited to the laws of the State of New Jersey, the United States, and any other relevant and applicable laws, to do at least the following:

1. To direct the employee to the Borough;
2. To hire, assign, promote, transfer and retain employees covered by this Agreement;
3. To demote, discharge, or take any other disciplinary action for good cause against employees covered by this Agreement;
4. To relieve employees from duties because of lack of work or any other legitimate reason;
5. To maintain the efficiency of the Borough's operations that are entrusted to it;
6. To determine the method, means, and personnel by which such operations are to be conducted; and
7. Take any other lawful action, with respect to its employees, that is permitted.

The Borough also states that irrespective of those rights set forth above, that it does not waive the jurisdiction given to the Borough as set forth in Title 40

and 40A of the New Jersey Statutes Annotated or any other applicable State and/or Federal Law.

ARTICLE IV

GRIEVANCE PROCEDURE

A. 1. The purpose of this procedure is to secure at the lowest possible level an equitable settlement of the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having grievance to discuss the matter informally with an appropriate member of the police department, and having the grievance suggests without the intervention of the F.O.P..

B. A grievance is defined as any controversy arising over the interpretation, and/or application of any provision of this Agreement or administrative decision or policy affecting terms and conditions of employment, which may be raised by an individual, the F.O.P. on behalf of and at the request of an individual, or the Borough.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and should be followed in its entirety unless any step is waived by mutual consent:

STEP 1

1. An aggrieved employee shall institute action under this provision, in writing within seventeen (17) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and the Chief for the purposes of resolving this matter informally. Failure to file the grievance within seventeen (17) calendar days shall be deemed to constitute an abandonment of the grievance unless the grieving could not have reasonably discovered the occurrence within said time.

2. If the Chief of Police or designee and the grievant cannot come to an amicable Agreement, the grievant shall submit his grievance, in writing, within ten (10) calendar days of the receipt of the written grievance.

STEP 2

If the grievance is not resolved through Step 1. or if no answer has been received by the F.O.P. within this time period, the grievance shall be presented to the Director of public Safety or designee within ten (10) calendar days from the date the Chief or designee renders or should have rendered a decision. The Director of Public Safety shall investigate the alleged grievance and attempt to resolve it. The Director or designees shall, within ten (10) calendar days from the receipt of the grievance, provide a written decision to the employee and/or the F.O.P., either answering the grievance or setting forth the terms of settlement which should have been agreed to by all parties.

STEP 3

If the grievant is not satisfied with the decisions rendered in Steps 1 and 2, he shall submit his grievance to the Borough Council or its designated representative within ten (10) calendar days from the date Director of Public Safety or designee renders or should have rendered a decision. Said request for a Step 3 hearing shall be filed with the Borough Clerk. The Borough Council or its designated representative shall present a decision, in writing, within twenty-one (21) calendar days after receipt of the written grievance.

STEP 4

1. If the grievant is not satisfied with the decisions rendered in Steps 1, 2, and 3, he may submit his grievance to an arbitrator for final resolution of the grievance. Only those grievances regarding the interpretation, application and specific provisions of this Agreement shall be arbitrable. The request by either party for such arbitration must be made within twenty (20) calendar days from the date the Borough Council or its designated representative renders or should have rendered its decision. The arbitrator shall be selective pursuant to the rules of the Public Employment Relations Commission.

2. The arbitrator shall be bound by the provisions of this Agreement and will restrict his opinion to the application of facts presented to him involving the grievance. The arbitrator shall in no way have authority to

add to, modify, detract from, or alter in any way any of the provisions of this Agreement or any amendment or supplement thereto.

3. The costs for the services of arbitration shall be borne equally by the Borough and the F.O.P. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same. Decisions rendered by the arbitrator shall be final and binding, consistent with applicable law, and the award must be in writing with appropriate factual and legal arguments and conclusions.

4. The arbitrator shall only be permitted to hear one (1) grievance and only one (1) issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent of the Borough and the F.O.P. prior to the commencement of the arbitration.

5. The arbitrator shall hold the hearing at a time and place convenient to the parties and shall attempt to issue his decision within thirty (30) days after the close of the hearing.

D. Either the Borough or the F.O.P., may waive any steps to the grievance procedure, but said waiver can only be done in writing with the consent of the other party in question.

E. The time limits set forth herein shall be reasonable 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 next succeeding step in the grievance procedure within the

time limits prescribed, then the disposition of the grievance at the prior step shall be deemed conclusive and shall not be appealable. 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.

F. The parties agree that for purposes of this article the normal adherence to the chain of command shall not be a requirement.

ARTICLE V

SALARIES

The salary schedule for all employees covered by this Agreement is set forth below.

1. Officers when hired, shall be compensated at the salary level reflecting "Recruit."

2. After an officer graduates from the police academy, he shall be compensated at the salary level reflecting "Third Class Patrolman."

3. After one year completed as a Third Class Patrolman the officer shall move to "Second Class Patrolmen."

4. The six months probationary period that officers are required to serve shall not be detriment of salary levels.

5. After one year as a "Patrolman Second Class", an officer shall move to "Patrolman First Class."

6. All movement in rank shall be subject to the recommendations of the Chief of Police.

7. All employees covered under this Agreement will

receive a two hundred and fifty dollars (\$250.00) shift differential for working shift work. This differential will be paid annually no later than November 1 of each year.

	1992	1993
Patrolman Recruit	\$24,357.73	\$25,697.41
Patrolman 3rd Class	\$29,552.30	\$31,177.68
Patrolman 2nd Class	\$32,766.03	\$34,568.16
Patrolman 1st Class	\$34,673.73	\$36,580.79
Sergeant/ Detective Sergeant	\$36,884.21	\$38,912.84

ARTICLE VI

SENIORITY AND LONGEVITY

Seniority and longevity are the employee's total length of service with the Borough in the Borough's Police Department, beginning with his/her original date of hire. Included in seniority and longevity are periods of sick leave, temporary disability, approved leaves of absence, and vacation time. Excluded are periods of suspension and periods of time where the employee has broken service with the Borough. If a question arises concerning two (2) employees who were hired on the same date, the employee assigned a lower badge number shall be senior.

Longevity pay to employees shall be paid at a percentage rate based on salary as computed in Article V of this

contract. Percentage is as follows:

2%	Beginning with the third (3) year
3 1/2%	Beginning with the five (5) year
5%	Beginning with the ten (10) year
5 1/2%	Beginning with the fifteen (15) year
6 1/2%	Beginning with the twenty (20) year

Payments for longevity will be in two (2) parts.

Payment number (1) not later than June 1st. Payment number two (2) not later than November 1.

ARTICLE VII

HOLIDAYS

1. The employee shall observe thirteen (13) paid holidays as listed below. In addition to the employee's regular pay, he shall be paid at the rate of one and one-half times regular pay if he works the holidays and a straight time rate for any holiday not worked. Holiday pay, except for Christmas, shall be accumulated and paid in a lump sum in the first pay period of November.

2. All holiday pay will be paid in one (1) single payment to be paid not later than November 1 of each year.

3. For the contract year 1992 & 1993, the employee will receive a total of One hundred fifty-six (156) holiday hours plus six (6) hours for each holiday worked.

EXAMPLE: Thirteen (13) twelve (12) hour holidays plus six (6) hours for each holiday worked to be placed in a bank, to paid as stated in paragraph 2.

HOLIDAYS

NEW YEARS DAY	MARTIN LUTHER KING'S BIRTHDAY
LINCOLN'S BIRTHDAY	WASHINGTON'S BIRTHDAY
GOOD FRIDAY	MEMORIAL DAY
JULY 4TH	LABOR DAY
COLUMBUS DAY	ELECTION DAY
VETERAN'S DAY	THANKSGIVING DAY

CHRISTMAS

ARTICLE VIII

CLOTHING

1. Each employee shall be entitled to a clothing maintenance allowance in the annual sum of five hundred fifty dollars (\$550.00) for the year 1992 and five hundred seventy-five dollars (\$575.00) for the year 1993.

THIS MONEY will be accumulated at a prorated monthly rate, and payable in two (2) installments on May 30th and November 1st of the calendar year.

2. Each employee shall maintain uniforms and equipment to the standards required by the Chief of Police.

3. The amount of clothing that the detective receives will be the same as the patrol officer as authorized by the Chief of Police.

4. Upon proper authorization by the Chief of Police and

the filing of the proper receipts with the Borough full reimbursement will be given to each employee who must replace a uniform item.

ARTICLE IX

HOURS OF WORK AND OVERTIME

1. Each employee required to work beyond his normal shift shall be entitled to time and one half compensation or to accumulate compensatory time of equal monetary value, up to a maximum of two hundred and fifty (250) hours.

2. It is understood and agreed that the term "normal shift" shall be defined as any continuous twelve (12) hour period within any continuous period of twenty-four (24) hours. It is further agreed and understood that the normal work week for the employees covered by this Agreement shall consist of no more than forty (40) work hours in any week.

A seven (7) day work period shall be defined as beginning at 12:01 a.m. Monday, extending through 11:59 p.m. Sunday.

3. The employee cannot carry more than two hundred and fifty (250) hours of compensatory time in escrow. It is further agreed that the employee may carry up to two hundred and fifty (250) hours of compensatory time into the following year. If the employee wishes to cash in compensatory time for pay, he/she may not cash in more than eighteen (18) hours in any one pay period, and will be paid at the rate of pay when accumulated.

4. In the event the employee leaves the Borough for

other employment or is fired , he/she will be paid for all compensatory time, vacation time, court time, or any monies owed and will be paid for such time upon leaving his/her employment with the Borough.

5. When an employee retires, he/she will be paid all compensatory time on a bi-weekly basis at the rate of pay at which the time was accumulated.

6. The regularly scheduled work week for personnel working a rotating shift schedule shall be twelve (12) consecutive hour shift, three (3) consecutive days per week. The work week shall consist of three (3) consecutive days of work with three (3) consecutive days off.

7. The regularly scheduled work week for all personnel not working a rotating shift schedule shall be an eight (8) consecutive hour shift five (5) consecutive days per week with two (2) consecutive days off.

8. For the purpose of computing overtime, all hours worked in excess of twelve (12) hours in one twenty-four hour day shall be compensated at a rate of one and one-half (1 1/2) time the officers regular base pay.

9. For the purpose of computing overtime for the personnel working an eight (8) hour shift, all hours worked in excess of eight (8) hours in one twenty-four (24) hour shall be compensated at a rate of one and one half (1 1/2) times the officers regular base pay.

10. All overtime will be computed on a 2080 hour work year.

11. Officer's shifts shall not be changed prior to a ten (10) day written posted notification except in an extreme

emergency in accordance with N.J.S.A. Title 40A.

EXAMPLE: If an officer were to use a personal day and that day caused a shortage of man power beyond overtime then this would constitute an emergency.

ARTICLE X

CALL IN TIME

1. Employees called in for duty or meetings shall be compensated for a minimum of four (4) hours at straight time or time and a half rate whichever is greater.

2. Each Sergeant will receive a sum of eight hundred and sixty-six dollars (\$866.00) for being on call. He/She will be paid on June 1st and November 1st.

ARTICLE XI

SICK LEAVE

1. A. Sick leave benefits for non injury matters shall remain unlimited as in the past. After three (3) days of continued illness or injury, the officer must furnish a doctor's verification of illness or injury prior to returning to duty.

B. A work related injury which requires the employee to be temporarily absent from duty shall not be cause for loss of pay. The employee shall receive the difference between Worker's compensation benefits and his regular pay for a period of at least six (6) months. If the

work related injury caused the employee to be absent from duty longer than six (6) months, the continued payments of the difference between Worker's compensation benefits and his regular pay shall be made at the discretion of the Mayor and Borough Council on the recommendation of the Public Safety Committee.

2. A. Sick leave shall be defined as an absence of an employee from post or duty because of illness, on duty injury, or exposure to contagious disease.

B. (1) All absences due to illness or disability shall be reported immediately by or for the employee to the Chief of Police or designee, with an indication of expected duration of such illness or injury. In all cases of reported illness or injury, the Borough reserves the right to send a physician, designated by the Chief on behalf of the Borough, to investigate the report.

(2) Members of the department who are unable to report for duty should notify the desk officer in person or by telephone at the earliest possible time upon becoming ill or injured. If unable to report, a relative or other responsible person shall notify the department with all pertinent facts.

(3) Members of the department, when sick or injured, shall be responsible for notifying their superiors as to their place of confinement or any subsequent change of their place of confinement. If unable to report such, a relative or other responsible person shall notify the department with all pertinent facts.

C. When an absence due to illness does not exceed

two (2) consecutive days, normally the employee's statement of the cause will be accepted without a supporting statement from the attending physician. The Borough reserves the right to have the employee examined by the Borough designated physician, as defined above, before returning to duty. Any absence due to illness or disability in excess of two (2) consecutive days requires a written statement from the attending physician and certified as fit for duty before returning to duty.

D. Abuse of sick leave shall be cause for disciplinary action.

ARTICLE XII

MEDICAL INSURANCE AND EXAMINATIONS

1. All medical insurance presently afforded each employee shall be continued; specifically the Blue Cross Pace Plan the HMO Major Medical and all other plans inclusive of the insurance package afforded other Borough employees. The cost of these plans shall be at no cost to the employee.

2. A complete physical examination will be given to each employee. One-half of those covered under this Agreement will receive it each year. The tests administered shall include but not be limited to chest x-ray, EKG, complete blood count, urinalysis, blood pressure, serum cholesterol, pulse, physical agility, visual acuity, hernia, prostrate, dermal surfaces, orifices, general evaluation of employee's extremities and physiological evaluation. The employee shall receive a copy of the physician's report when

received by the Borough. The appointments will be set up by the employers. All employees will receive a three (3) part synthetic Hepatitis "B" vaccination.

3. Effective January 1, 1990 the Borough will provide dental plan and \$2.50 co-pay prescription plan for each employee covered under HMO and BLUE CROSS PLANS at no cost to the employee. When an employee chooses a medical plan, he must stay with that plan for a minimum of one (1) year.

ARTICLE XIII

COURT APPEARANCES

1. An officer required to appear in the County, State, Federal, or Juvenile Court during his off-duty time shall be compensated at the rate of Fifty-five dollars (\$55.00) for 1992 and Sixty-five dollars (\$65.00) for 1993, for each appearance.

2. An employee required to appear in Municipal court during his off-duty time, when scheduled by other than himself, shall be compensated at the rate of Forty-five dollars (\$45.00) for 1992 and Fifty-five dollars for 1993, for each appearance.

ARTICLE XIV

EDUCATION INCENTIVE

1. Any employee obtaining a degree in a Police related field upon filing the official transcript with the Borough shall be entitled to the following compensation which is to be computed as of December 15th of the year earned and following years. This added incentive is not to be used for computation of percentage increases.

2. Any employee covered under this Agreement attending a police academy or any other police training academy recognized by the New Jersey training commission, with the permission of the Chief of Police, shall be compensated straight time pay while working and time and one half when off to complete the course.

3. With the exception of fire arms and any refresher schools, each officer covered under this Agreement shall be given the opportunity to attend one (1) police related school each year. The Chief of Police will determine the school that each officer will attend.

4. Any employee covered under this agreement who maintains a current certification in either Emergency Medical Technician or Paramedic will receive the incentive. Provided the training is not required by the Borough on any newly hired employee.

5. Any employee covered under this agreement who voluntary performs the Physical Fitness Test as given by the Physical Fitness Officer and passes will receive the incentive.

Associates Degree\$300.00

Bachelors Degree	\$600.00
Physical Fitness	\$200.00
Emergency Medical Technician	\$200.00
Paramedic	\$250.00

ARTICLE XV

MANAGEMENT ADVISORY COMMITTEE

1. The Management Advisory Committee shall be composed of one (1) Sergeant, one (1) Patrolman, Union President, the Public Safety Director and the Chief of Police.

2. It shall be the duty of the Management Advisory Committee to:

A. Evaluate and attempt to resolve problems and potential grievances presented to the committee.

B. At least annually review the rules and regulations governing the police department and make appropriate recommendations to the Borough, with the intention of making a more professional and proficient Police Department.

3. The authority of the Management Advisory Committee shall not affect or restrict the policy making power of the Borough as provided by law.

ARTICLE XVI

VACATIONS

1. The following vacation schedule shall be effective during the term of this Agreement.

1-3 years, inclusive..... 2 weeks (96 hours)
4-9 years, inclusive.....3 weeks (144 hours)
10-15 years, inclusive.....4 weeks (192 hours)
16 years and over.....5 weeks (240 hours)

2. A vacation week shall consist of four (4) twelve (12) hour days for personnel working rotating shifts.

3. Vacations shall be requested and granted by seniority and posted no later than April 15th of each year. Only one employee shall be permitted to be on vacation during any given week unless prior permission is granted by the Chief of Police.

4. Vacations for personnel not working rotating shifts will be as follows:

A. Each officer shall be granted one week of vacation at the rate of six (6) eight (8) hour days.

B. Each officer will be granted another six (6) day vacation by using one of his/her comp days along with his/her regular five (5) days allotted.

5. Each officer may use one of his/her allotted weeks one (1) day at a time.

ARTICLE XVII

TRAVEL EXPENSES

1. Any employee using his/her personal vehicle during off-duty time for travel approved by the Chief of Police to police related schools and business outside the Borough of Clayton shall be reimbursed at the rate of 25 cents per mile. additional travel expense may be authorized at the discretion of the Borough.

ARTICLE XVIII

FIREARMS TRAINING

The Borough shall provide Firearms Training in accordance with the Attorney General's decision per the Use of Deadly Force Policy and guidelines adopted by the Gloucester County Prosecutor's Office.

ARTICLE XIX

FUNERAL LEAVE

1. Each employee shall be permitted three (3) days for the purpose of conducting funeral arrangements in the event of a death in the immediate family. Immediate family shall mean: father, mother, brother, sister, wife, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grand parents and legal guardian.

2. If an employee is scheduled to work on the day of a funeral of a more distant relative, he shall be permitted the day off to attend the funeral upon submitting proof of relationship to the satisfaction of the Chief of Police.

ARTICLE XX
PERSONAL LEAVE

1. The Chief of Police shall approve three (3) days with pay for personal, legal, business, household or family matters which require the employee to be absent during a scheduled shift. The employee shall not be required to state the reason for taking such leave other than that he/she is taking it in accordance with this Article.

2. Leave in accordance with this Article shall not be granted if it is requested for a holiday covered under Article VII of this Agreement.

3. Except in emergencies, where only four (4) hours are needed, all requests for leave shall be submitted in writing to the Chief of Police at least on (1) day (a full twenty-four (24) hours) prior to taking the leave.

ARTICLE XXI
PBA AND FOP BUSINESS LEAVE

P.B.A./F.O.P. Delegates and Convention Delegates shall be permitted to attend all conventions of the State or Federal Organization with no loss of time or pay in accordance with Title 40A. Time shall be provided for travel to and from the location of the convention or meeting without loss of time or pay.

2. State Delegates to the P.B.A./ F.O.P. shall be permitted to attend the monthly meeting scheduled by the State Organization and all special meetings ordered by the State Organization with no loss of time or pay. When possible,

except in an emergency, the Delegate shall notify the Chief in writing of the date, location and duration of such meeting or convention at least 10 days in advance.

ARTICLE XXII

OUTSIDE EMPLOYMENT

All employees shall notify the Borough in writing of any off-duty employment other than Borough related. Police equipment and uniforms shall not be used during periods of off-duty employment except as specifically authorized by the Borough.

ARTICLE XXIII

SHIFT SUPERVISOR

The Chief of Police shall assign a Sergeant to each shift. If a Sergeant is not assigned the Chief of Police shall appoint a Patrol Officer as Acting Shift Supervisor. The Acting Shift Supervisor shall be compensated at a Sergeants rate of pay.

ARTICLE XXIV

NEGOTIATIONS PROCEDURE

1. The parties agree to enter into collective negotiations over a successor Agreement, in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach Agreement on all matters concerning the terms and conditions of employment of the Police Department employees covered by this Agreement. Negotiations shall

begin no later than September 15th of the calendar year in which the term of this Agreement expires.

2. Any Agreement negotiated shall be reduced to writing and signed by the authorized representatives of the Borough of Clayton and the authorized representatives of the PBA

3. There shall be no changes in the terms and conditions of this Agreement during its lifetime except through negotiations between the two parties. If there should be a change in the number of employees covered by this Agreement, any negotiations, or lack of negotiations, regarding such change shall be governed by applicable court decisions.

4. Whenever any representative of the F.O.P. is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, grievances, conferences, or meetings, he shall suffer no loss in pay or other fringe benefits and shall be relieved from duty subject to the manpower needs of the Department.

ARTICLE XXV

RETIREMENT

Upon retirement, all personnel mentioned in this Agreement shall retain all medical, dental, prescription, and all other benefits as he or she enjoyed when employed with the Borough. Employees who retire after a minimum of fifteen (15) years of service to the Borough, who are eligible for state retirement or entitled to disability benefits shall receive the same medical insurance coverage as the Borough

provides to its current employees. Eighty percent (80%) of the cost shall be borne by the Borough, twenty percent (20%) shall be paid by the retiree.

ARTICLE XXVI

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 Agreement, all other articles and sections not so invalidated shall remain in full force and effect and the parties shall re-negotiate concerning any such invalidated provisions.

ARTICLE XXVIII

RETENTION OF BENEFITS

Except as otherwise provided, all rights, privileges and benefits sanctioned by the governing body which the employees have heretofore enjoyed from January 1, 1974, to present, and are presently enjoying, shall be maintained and continued by Employer during the term of this Agreement, at no less than the highest standards in effect.

ARTICLE XXIX

Layoff

Any employee who is layed off, he/she shall receive four (4) weeks of pay at his/her current rate of pay.

ARTICLE XXX

DURATION

This Agreement shall become effective January 1, 1992 and shall terminate December 31, 1993. If either party desires to change this Agreement, they shall notify the other party at least one hundred and twenty (120) days prior to the expiration of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

The terms set forth in this Agreement shall remain in effect after December 31, 1993 and during such time the successor Agreement is being negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the Mayor of the Borough of Clayton and representatives of F.O.P. Lodge No. 130, attested by their Clerk and Secretary respectively, and their corporate seals placed hereon this date above written.

ATTEST:

Kathleen A. Dasey
Borough Clerk

BOROUGH OF CLAYTON

BY: Ken Landis
Ken Landis, Mayor

ATTEST:

Harry H. Mastella
Secretary, F.O.P. Lodge 130

F.O.P. Lodge 130

BY: Michael D. Divito
Michael D. Divito President

ADDENDUM

THIS CONTRACT BETWEEN THE BOROUGH OF CLAYTON AND F.O.P.
LODGE 130 WILL BE REOPENED WITHIN SIXTY DAYS (60) FROM DATE OF
SIGNING. ONLY TO DISCUSS SICK TIME AND MEDICAL BENEFITS.
THIS IS AGREED UPON BY THE BELOW LISTED PEOPLE.

Ken Landis-----

KEN LANDIS, MAYOR

Kathy A. Daisey-----

KATHY DAISEY, CLERK

Michael Divito-----

MICHAEL DIVITO, PRESIDENT

Harry A. Mastella-----

HARRY MASTELLA, SECRETARY